

SUMMARY DISPOSITION REPORT

UNIVERSITY OF OKLAHOMA

Case No. M351

JULY 21, 2011

Individuals who may be Mentioned Within this Report

Case No. M351 - University of Oklahoma

July 21, 2011

Baldwin, Toby – director of compliance.

Boren, David – president.

Brahmbhatt, J. Hodge – chief executive officer for Jade Private Wealth Management LLC.

Capel, Jeff – former head men's basketball coach for the University of Oklahoma and current assistant men's basketball coach at Duke University.

Castiglione, Joe – vice president of intercollegiate athletics programs and director of athletics.

Cooper, Shep – NCAA director of the Committees on Infractions.

Cretors, Angie – NCAA associate director of agent, gambling and amateurism activities.

Goodman, Bryan – former assistant men's basketball coach and director of men's basketball operations for the University of Oklahoma, and current associate head coach at California State University, Bakersfield.

Grillier, Kim – agent and president of the basketball division for mgmt one.

Houck, Mike – associate director of athletics communication and sports information director for men's basketball.

Leonard, Jason – executive director of athletics compliance.

Murray, RaRedding – Oronde Taliaferro's cousin.

Nevarez, Gloria – then sport administrator for men's basketball and senior woman administrator.

Individuals Who May be Mentioned Within this Report

Case No. M351

Page No. 2

Strobel, Chris – NCAA director of enforcement for secondary infractions.

Strothkamp, Mark – NCAA assistant director of enforcement.

Taliaferro, Oronde – former assistant men's basketball coach.

Wyatt, Linda – former director of initial eligibility and admissions.

TABLE OF CONTENTS

SUMMARY DISPOSITION REPORT

TABLE OF CONTENTS

Case No. M351 - University of Oklahoma

A.	Case Chronology	
1.	How the investigation began.....	1
2.	Date of notice of inquiry letter.....	3
B.	General Overview of Findings	
1.	Nature of violations.....	4
2.	Why the case is major	4
3.	Show-cause advisement	4
C.	Specific Findings and Narratives	
1.	[NCAA Bylaws 2.8.1, 10.1, 12.01.1, 12.1.1, 12.1.2.1.6, 14.11.1 and 16.8.1.2]	5
2.	[NCAA Bylaws 10.01.1, 10.1, 10.1-(d) and 11.1.1].....	16
D.	The Parties' Statements and Overall Positions on the Infractions Case	
1.	Statement submitted by the institution.....	22
2.	Statement submitted by the enforcement staff.....	25
3.	Statement submitted by Taliaferro.....	27
E.	Review of Other Issues	
1.	Unresolved allegations.....	29
2.	Institutional control and head coach's special responsibilities for compliance	29

TABLE OF CONTENTS

Case No. M351

Page No. 2

3.	Unethical conduct	30
4.	Secondary infractions.....	30
5.	Student-athlete reinstatement issues	30
6.	Miscellaneous issues	30
F. Institution's Corrective Actions and Penalties		
1.	Overview of institution's investigation	31
2.	Institution's corrective actions	31
3.	Institution's proposed penalties for major violations	31
4.	Conference actions.....	31
5.	Application of NCAA Executive Regulations [Bylaws 19.5.2.2-(e), 31.2.2.3 and 31.2.2.4]	31
6.	Application of NCAA repeat-violator legislation [Bylaws 19.5.2.3.1 and 19.5.2.3.2]	32
G. Background Information on the Institution		
1.	General information	33
2.	Overview of the athletics department structure	33
3.	Previous major infractions case(s)	33
4.	Background information for sport(s) involved in the case	35
a.	Overview of grants-in-aid information	35
b.	Student-athletes on athletically related financial aid	35
c.	Redshirt data	36
d.	Student-athletes on athletically related financial aid who withdrew	36

TABLE OF CONTENTS

Case No. M351

Page No. 3

e.	Oklahoma's won-loss record.....	36
f.	Official visits.....	37
g.	Current squad lists.....	37
h.	Room, board, books and tuition data	37
i.	Pre-existing contracts.....	37
j.	Media guides (past four academic years).....	37
k.	Other relevant information.....	38
5.	Identities, titles and biographical information for all individuals involved in the allegations	38
H.	Concluding Statements	39
I.	Exhibits	40

SUMMARY DISPOSITION REPORT

Case No. M351 – University of Oklahoma

A. Case Chronology.

1. How the investigation began.

In addition to the detailed discussions of the institution's and enforcement staff's investigations below, please see Exhibit No. 1 (detailed chronology) for other significant dates and events and Exhibit No. 2 for a list of individuals interviewed.

a. Institution's investigation.

On March 9, 2010, when the men's basketball team was in Kansas City, Missouri, for the Big 12 Men's Basketball Conference Tournament,

contacted Mike Houck, associate director of athletics communications and sports information director for men's basketball, to inform him that

and asked if Houck was the "contact" for men's basketball. No other information was provided at that time. Houck inquired of then head men's basketball coach Jeff Capel if he knew , and Capel responded that he did not. Capel then informed his staff call to Houck. None of the staff reported knowing

On the morning of March 10, 2010, Houck was again called

Houck then contacted Capel, who shared the information with his staff and Gloria Nevarez, then sport administrator for men's basketball and senior woman administrator. Capel thereafter called Jason Leonard, executive director of athletics compliance, provide him with the above details.

Shortly after speaking with Capel, Leonard spoke with Houck and Bryan Goodman, then director of men's basketball operations, . Capel, Goodman and Houck reported that they did not have any knowledge

Page No. 2

the enforcement staff contacted the institution to discuss

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 3

the allegation and requested interviews In addition, that same day, the enforcement staff and institution left a voicemail message for requesting an interview, which was followed by a letter request sent March 23, 2010. The interviews took place March 29, 2010. declined to be interviewed.

the enforcement staff and institution determined that additional interviews were necessary. During the additional interviews with the men's basketball coaching staff, it was discovered that Oronde Taliaferro, then assistant men's basketball coach, had knowledge of the benefit provided

The enforcement staff determined that benefit was impermissible, and Taliaferro's knowledge of the benefit made the case major in nature. The enforcement staff conducted a thorough and cooperative investigation with the institution.

On March 23, 2011, the enforcement staff sent a notice of inquiry letter to Oklahoma, and March 29, 2011, the staff provided Oklahoma and Taliaferro with a draft of the proposed findings. On May 5, 2011, the enforcement staff, Oklahoma and Taliaferro agreed to process this case through the summary disposition process.

2. Date of notice of inquiry letter.

On March 23, 2011, the notice of inquiry letter was sent to the institution. (See Exhibit No. 4.)

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 4

B. General Overview of Findings.

1. Nature of violations.

The two findings of major infractions involve violations of ethical-conduct legislation by Taliaferro. In addition, Finding No. 1 involves an impermissible benefit

Taliaferro admitted that he knew of the benefit provided

but failed to report the violation to institutional administrators. Moreover, Taliaferro admitted that he provided false and misleading information during his January 13, 2011, interview with the enforcement staff and institution regarding when he knew of the benefit provided

2. Why the case is major.

The enforcement staff, institution and Taliaferro agree that Finding Nos. 1 and 2 constitute a major infractions case. Finding No. 1 is not inadvertent, as Taliaferro knew

and failed to report the violation. As a result, Oklahoma received more than a minimal competitive advantage in t

In addition, Finding No. 2 is major because Taliaferro knowingly provided false and misleading information to the institution and enforcement staff concerning Finding No. 1 and contrary to his obligation per NCAA legislation.

3. Show-cause advisement.

Taliaferro is at risk for his involvement in Finding Nos. 1 and 2. Taliaferro has been advised that by consenting to the use of the summary disposition process, he is acknowledging personal involvement in Finding Nos. 1 and 2, and he is at risk for a show-cause penalty, as outlined in NCAA Bylaw 19.5.2.2-(I).

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 5

C. Specific Findings and Narrative.

1. [NCAA Bylaws 2.8.1, 10.1, 12.01.1, 12.1.1, 12.1.2.1.6, 14.11.1 and 16.8.1.2]

It is agreed that on or about August 11, 2009,

provided an impermissible benefit

NCAA Bylaws 12.01.1, 12.1.1 and
12.1.2.1.6]

It also is agreed that Oronde Taliaferro, then assistant men's basketball coach, knew about impermissible benefit on or about August 11, 2009, but failed to alert the institution's compliance administration or any other institutional representative with this information. As a result,

[NCAA Bylaws
2.8.1, 10.1, 14.11.1 and 16.8.1.2]

Supporting Narrative for Finding No. 1:

The institution, enforcement staff and Taliaferro agree with the facts of this finding and that major violations of NCAA legislation occurred.

a.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 6

In their interviews with the enforcement staff, Capel and Taliaferro acknowledged that needed to do well

As such,

Taliaferro monitored progress

During this process, Taliaferro learned

would be released.

- b. Taliaferro was aware by June 2009 would not release

Taliaferro's responsibilities included, among other things, making sure submitted paperwork and necessary documentation

Through communications with Linda Wyatt, then director of initial eligibility and admissions for Oklahoma, Taliaferro was aware by June 2009 that had not been received

would not release

In her interview with the enforcement staff April 20, 2010, Wyatt reported that after

would not be released

According to Wyatt, when she informed Taliaferro about it was clear to her that

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 7

Taliaferro already knew Wyatt remembered that Taliaferro said to her, "I know ." Later in her interview, Wyatt added that "he [Taliaferro] actually was like, 'Yeah, I know.' It was kind of just a 'Yeah, I know ,' and that was kind of the end of it." Per Wyatt, nor Taliaferro told her In interviews with the enforcement staff, Wyatt's report that they did not tell anyone associated with Oklahoma

When initially questioned about during his first interview with the enforcement staff January 13, 2011, Taliaferro acknowledged that he was aware , as evidence by the exchange below. (A full copy of Taliaferro's January 13, 2011, interview transcript is attached as Exhibit No. 5.)

Angie Cretors (AC), NCAA associate director of agent, gambling and amateurism activities.

Oronde Taliaferro (OT), then assistant men's basketball coach for Oklahoma.

Mark Strothkamp (MS), NCAA assistant director of enforcement.

AC: Okay. And were you ever aware of to be released?

OT: No.

AC: Okay. Did you ever talk to Coach Capel or anyone else at Oklahoma regarding the paperwork not being in?

OT: I communicated with, I forget her name; she left school. Was it-

MS: Linda Wyatt?

OT: Linda Wyatt, yeah. And I don't remember, you know, specifically what I told her, but I did tell her that there was a holdup, you know, . But what I said I don't know.

AC: Okay. And did you have any – I just want to make sure – did you ever have any conversations with

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 8

OT: I think I just pretty much assumed that.

AC:

OT: There was a holdup,
because I told
going on with – – Linda Wyatt had asked me, you know, what was
paperwork,

(Page Nos. 20 and 21 of Taliaferro's January 13, 2011, interview transcript.)

Later in this interview, Taliaferro vacillated from his initial response of why

however, when
pressed on why he did not ask
, Taliaferro stated:

I mean, because, again, I was already clear. You know what I
mean? I – I knew . I mean that's – you
know, I think that's

And even
my conversation with was along the same lines
without them stating, you know, .
I think everybody was on the same page that

(Page No. 98 of Taliaferro's January 13, 2011, interview
transcript.)

During his second interview with the enforcement staff April 25, 2011,
Taliaferro acknowledged that he knew

(See generally Page Nos. 4 through 10 of Exhibit
No. 6, Taliaferro's April 25, 2011, interview transcript.) In addition, Capel
reported in his March 29, 2010, interview that Taliaferro told him in August
2009

Capel added that in late
March and early April 2010,
Taliaferro told Capel that Taliaferro knew

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 9

(See Finding No. 2 for a discussion of the ethical-conduct violation regarding Taliaferro's false and misleading statements to the enforcement staff and institution during his January 13, 2011, interview.)

- c. In first interview with the institution, denied; however, in a subsequent interview with the institution and enforcement staff, admitted

As discussed in Section A-1-a, the institution interviewed

In their interviews with the institution, claimed allegation was false. specifically denied explained to the institution that also had been contacted

During the course of interview, the institution asked if the was true. was emphatic in denial that "That's a lie; nobody has given us anything." added: "If they want to, go right ahead and show proof of whatever it is they have. Because there isn't any proof, so go ahead and – what are you going to prove? We haven't done anything."

On March 18, 2010, were interviewed by the institution,

Eleven days later, during March 29, 2010, interview with the institution and enforcement staff, admitted that had, in fact, received despite emphatic denial to the contrary in earlier interview with the institution.

refused to provide the name of the mutual friend who made the introduction. According to talked at the for about 20 minutes discussing

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 10

Additionally,
stated that exchanged telephone numbers during the
conversation. also acknowledged that sometime after that
conversation, became aware that

After their initial discussion at the event,
said "really didn't talk that much after that," but
would call sometimes after watching
and tell

Per engaged in "basketball talk
mostly" talking "occasionally" via telephone. defined "occasionally"
as "bi-monthly" and added that never exchanged emails or
text messages. In addition, said only saw briefly in
person on two other occasions (both occasions were
The enforcement staff
and institution requested during interview
and on several subsequent occasions in an attempt to verify , but
never provided any .

During March 29, 2010, interview, reported that learned that

(See Exhibit No. 7,
May 18, 2010; and Exhibit No. 8,
letter dated June 14, 2010, with attachments.) was surprised there
was

denied that spoke to anyone at Oklahoma
however, Taliaferro reported in his interviews with the enforcement
staff that he and discussed throughout the summer of 2009

According to , at the time learned of ,

As a result, in August 2009, reported
that contacted several individuals, including , to ask if
initially reported that ;
however, later in the interview,

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 11

added that
there
The enforcement staff and institution requested
during interview and on
several subsequent occasions in an attempt to verify , but never
provided

reported that

The
enforcement staff requested during interview
and on several subsequent occasions in an attempt to verify , but
never provided . However,
stated in May 19, 2010, interview that

also provided a written letter stating the same, along with a copy of

(See Exhibit No. 8.)

In regard to the claimed

As stated above, the enforcement staff and
institution requested during interview
and on several subsequent occasions in an attempt to verify , but
never provided .

Also, as noted in Section A-1-b, the enforcement staff attempted to secure an
interview with , but he declined to be
interviewed.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 12

- d. In his first interview with the enforcement staff and institution January 13, 2011, Taliaferro denied any involvement in or knowledge of benefit however, in his subsequent interview with the enforcement staff and institution April 25, 2011, Taliaferro admitted he knew of benefit in August 2009, but failed to notify the institution's compliance administration or any other institutional representative of the violation.

During his first interview with the enforcement staff and institution January 13, 2011, Taliaferro denied that he had any involvement in or knowledge of

However, Taliaferro's institutional cell phone records showed a high volume of outgoing calls on the days leading up to Oklahoma employs a sophisticated telephone record monitoring system, which allowed for timely analyses of the call records and use of those records in interviews. There were a total of 46 telephone calls between Taliaferro, with 31 of the telephone calls taking place from May 13, 2009 (date of Taliaferro's first telephone contact with) to August 11, 2009

Of these 31 telephone calls, just under half (15) occurred —

Additionally, Taliaferro's institutional cell phone records show he placed 18 outgoing telephone calls to with no incoming calls during this same time period.

In addition to the high volume of outgoing telephone calls from Taliaferro to , Taliaferro's institutional cell phone records show a pattern to the calls with . As illustrated by the excerpts of Taliaferro's institutional cell phone records in Tables A, B and C below, many of the telephone calls between Taliaferro Taliaferro occurred back to back or in very close time to one another on numerous occasions, particularly those on .

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 13

Table A: Excerpts of Taliaferro's institutional cell phone records -

Date and Time of Call	Dialed Number	Called City and State or Incoming Call	Taliaferro's Location at Time of Call	Length of Call (Minutes)	Name for Dialed Number
7:29 am			Oceanside / Salton Sea CA	5	
7:35 am			Oceanside / Salton Sea CA	7	
7:43 am	3014551078	SILVER SPG MD	Oceanside / Salton Sea CA	10	J. Hodge Brahmhatt, Jade Private Wealth Management
7:53 am		INCOMING CL	Oceanside / Salton Sea CA	6	
8:19 am			Oceanside / Salton Sea CA	5	
1:36 pm		INCOMING CL	SAN DIEGO (GSM) (25) CA	4	
1:41 pm			SAN DIEGO (GSM) (25) CA	2	
1:43 pm			SAN DIEGO (GSM) (25) CA	9	
1:45 pm			SAN DIEGO (GSM) (25) CA	7	

Table B: Excerpts of Taliaferro's institutional cell phone records -

Date and Time of Call	Dialed Number	Called City and State or Incoming Call	Taliaferro's Location at Time of Call	Length of Call (Minutes)	Name for Dialed Number
1:31 pm			SAN DIEGO (GSM) (25) CA	1	
1:32 pm			SAN DIEGO (GSM) (25) CA	1	
1:33 pm			SAN DIEGO (GSM) (25) CA	1	
1:42 pm			SAN DIEGO (GSM) (25) CA	1	
1:46 pm	2155044700	NEWTOWN PA	SAN DIEGO (GSM) (25) CA	1	Unknown
1:48 pm	2155044700	NEWTOWN PA	SAN DIEGO (GSM) (25) CA	1	Unknown
1:50 pm	2155044700	NEWTOWN PA	SAN DIEGO (GSM) (25) CA	2	Unknown
1:50 pm			SAN DIEGO (GSM) (25) CA	1	

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 14

Date and Time of Call	Dialed Number	Called City and State or Incoming Call	Taliaferro's Location at Time of Call	Length of Call (Minutes)	Name for Dialed Number
3:12 pm			SAN DIEGO (GSM) (25) CA	2	
3:13 pm	2673255668	CALL WAIT	SAN DIEGO (GSM) (25) CA	6	Unknown
3:19 pm	2673255668	PHILA PA	SAN DIEGO (GSM) (25) CA	3	Unknown
3:22 pm			SAN DIEGO (GSM) (25) CA	4	
3:25 pm			SAN DIEGO (GSM) (25) CA	1	

Table C: Excerpts of Taliaferro's institutional cell phone records -

Date and Time of Call	Dialed Number	Called City and State or Incoming Call	Taliaferro's Location at Time of Call	Length of Call (Minutes)	Name for Dialed Number
6:58 am			Oceanside / Salton Sea CA	1	
6:59 am	3136733300	DETROIT MI	Oceanside / Salton Sea CA	1	Kim Grillier
7:11 am	3134612986	DETROIT MI	Oceanside / Salton Sea CA	7	RaRedding Murray
7:17 am	2155044700	NEWTOWN PA	Oceanside / Salton Sea CA	1	Unknown
7:49 am	3139717867	INCOMING CL	Oceanside / Salton Sea CA	3	Unknown
8:02 am	3134612986	DETROIT MI	Oceanside / Salton Sea CA	2	RaRedding Murray
8:08 am		INCOMING CL	Oceanside / Salton Sea CA	3	
8:52 am			Oceanside / Salton Sea CA	5	
8:56 am			SAN DIEGO (GSM) (25) CA	1	
9:05 am			SAN DIEGO (GSM) (25) CA	3	
9:14 am			SAN DIEGO (GSM) (25) CA	4	
9:54 am	3136733300	INCOMING CL	SAN DIEGO (GSM) (25) CA	9	Kim Grillier
9:58 am		CALL WAIT	SAN DIEGO (GSM) (25) CA	1	
10:04 am			SAN DIEGO (GSM) (25) CA	2	
10:13 am			SAN DIEGO (GSM) (25) CA	7	

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 15

During his January 13, 2011, interview, Taliaferro was first asked about what was discussed during his calls with

In regard to the telephone calls Taliaferro claimed they discussed protocols for who wanted to come to campus to meet student-athletes and attend men's basketball games, as well as request to meet Taliaferro's friend, a professional football player in the National Football League. Taliaferro said he told not to approach any student-athlete, but he could introduce himself to and have a conversation with a student-athlete's parents. In regard to the telephone calls with Taliaferro maintained that they talked about what could and could not do in interactions with . Taliaferro added that requested that Taliaferro tell t did not have a problem with coming to games but wanted to make sure followed the proper protocols. When confronted with and pressed on the volume, pattern and timing of the calls by the enforcement staff, Taliaferro maintained his previous explanations for the calls

Second, Taliaferro said he did not remember telling Capel in late March/early April or at any other time that he knew

When pressed on whether he told Capel this, Taliaferro merely stated, "I don't know why he would tell you that."

However, in his subsequent interview with the enforcement staff and institution April 25, 2011, Taliaferro admitted that he knew about benefit from ; failed to report the violation to anyone at the institution; and that he provided false and misleading information to the enforcement staff and institution during his January 13, 2011, interview about when he knew about the benefit. (See Finding No. 2 for specifics regarding Taliaferro's false and misleading information.) In this April 25, 2011, interview, Taliaferro was asked to explain his involvement in benefit, and his response was as follows:

Okay. What my involvement was, I called several times about – about, you know, where things stood. Several times told me that was working on it, and that at a certain point – I don't remember what day or time – told me that – you know,

So after that

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 16

conversation, I talked to [redacted] again and I asked [redacted] you know, kind of where things were, you know, because time was running out. And it – in a conversation, you know, around those lines, [redacted] told me that – that [redacted] was reaching out – that [redacted] had reached out to [redacted] – was helping [redacted] So I called [redacted] and asked [redacted] you know, what was going on, and what [redacted] told me was that [redacted] was helping [redacted] establish [redacted] was waiting on some specifics from [redacted]. And, you know, the [redacted] should be okay before, you know, within time to – to get [redacted] can, you know, [redacted]. So he didn't give me any details, you know, [redacted] you know, or anything along those lines. So, you know, at that point, [redacted] got the [redacted] and – on whatever day in August. But, you know, they told me that everything had went through and [redacted]

Which is, you know, obviously a different deal than what I told you guys when we talked in January.

(Page Nos. 8 through 10 of Taliaferro's April 25, 2011, interview transcript.)

Later in the interview, Taliaferro acknowledged that he did not tell anyone about the [redacted] benefit [redacted] and provided his reasons for not telling the truth about his knowledge of and failure to report the benefit in his first interview. (See Finding No. 2 for specifics regarding Taliaferro's false and misleading information.) However, Taliaferro continued to deny that he was involved in the arrangement of [redacted] benefit or that he encouraged [redacted] to provide [redacted].

2. [NCAA Bylaws 10.01.1, 10.1, 10.1-(d) and 11.1.1]

It is agreed that Oronde Taliaferro, former assistant men's basketball coach, acted contrary to the principles of ethical conduct, in that he failed to deport himself in accordance with the generally recognized high standards of honesty and sportsmanship normally associated with the conduct and administration of intercollegiate athletics. Specifically, Taliaferro knowingly provided false and misleading information to the NCAA and institution about when he learned of [redacted] impermissible benefit detailed in Finding No. 1 during his January 13, 2011, interview with the NCAA enforcement staff and institution. Taliaferro stated that he did not learn about [redacted] impermissible benefit until March 2010, but as stated in Finding No. 1, Taliaferro knew about the impermissible benefit on or about August 11, 2009. [NCAA Bylaws 10.01.1, 10.1, 10.1-(d) and 11.1.1]

Supporting Narrative for Finding No. 2:

The institution, enforcement staff and Taliaferro agree with the facts of this finding and that major violations of NCAA legislation occurred.

The violations were confirmed during Taliaferro's second interview April 25, 2011, when he admitted that he knew in August 2009

(See generally Page Nos. 4 through 10 of Exhibit No. 6, Taliaferro's April 25, 2011, interview transcript.) In his first interview with the enforcement staff and institution three months earlier (January 13, 2011), Taliaferro denied that he knew about benefit in August 2009 and claimed that he did not find out about it until March 2010.

As discussed in Finding No. 1 above, Jeff Capel, then head men's basketball coach, reported in his interview with the enforcement staff and institution that subsequent to Taliaferro told him on two occasions that Taliaferro knew about the benefit. The first occasion occurred in Capel's office between March 25 and 31, 2010. In his April 7, 2010, interview, Capel said Taliaferro told him:

Coach, look, I can't lie to you, I knew about . And I knew that the took place. Sylvia told me, you know, that said that was –

(Page Nos. 35 and 36 of Capel's April 7, 2010, interview transcript.)

Later in the interview, Capel reported that Taliaferro knew about benefit

The second time Taliaferro told Capel he knew about benefit was during a telephone call shortly after Tulsa World published a report referencing a possible link between Hausinger, a runner for an agent and a college assistant coach. (See Exhibit No. 9, Tulsa World, "Rumors About OU Hoops Abound at Final Four," April 3, 2010.) In his April 7, 2010, interview, Capel stated that he received a

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 18

telephone call from Taliaferro as he was boarding a plane to leave the NCAA Men's Final Four in Indianapolis, Indiana, April 5, 2010. Capel stated that Taliaferro said:

You may not want to talk to me again, but I think it's best for me to resign. You know, again, like I told you, you know, I knew

And then that article came out. It sounds like it may be about me. ... So I just – you know, I don't want to get anybody else in trouble because no one else had anything to do with this. No one else knew.

(Page Nos. 42 and 43 of Capel's April 7, 2010, interview transcript.)

Capel said he was "shocked" and that he agreed that Taliaferro should resign. Capel asked Taliaferro why he believed the Tulsa World article was about him, to which Taliaferro replied: "Well, I just – I don't know, man. You know. Again, I just knew .". Capel also asked Taliaferro who the runner was referenced in the article, and Taliaferro responded, "Well, my cousin is a runner for an agent." Capel said "Murray" was Taliaferro's cousin,¹ but Taliaferro had told Capel that Murray was a scout for the Detroit Pistons. Capel was unable to ask any other questions or continue the telephone call, as his flight was ready to depart.

In addition, Capel reported that Taliaferro tried to call him via telephone the day before Capel's interview with the enforcement staff (April 6, 2010). Capel did not answer the call, but said he received a text from Taliaferro right after that call at 5:54 p.m. Central time. Capel read the text message into the record during his interview. The text message from Taliaferro is contained in Exhibit No. 10, and reads as follows:

Tried to call you. Still in Detroit dealing with my mom. Jason Leonard has been harrassing (sic) me to talk to him, after my Lawyer told Jason to give me some time. I am just gonna resign. Life seems over for me, but I only care about how you and the guys can be ok and keep your jobs. You have been nothing but a great Friend to me and I can't explain how horrible I feel right now. Can't live with myself man. If there is anything you need to get to my lawyer from your lawyer or question for him, let me know. I'm just gonna resign man.

Capel added that he responded to Taliaferro's text stating: "I will holler at you after I meet with the NCAA tomorrow. Can't really get into much right now. I want to go in there with the least amount of information I can because I don't want to be involved in this and I want to protect my program." (See Exhibit No. 10.)

¹ The enforcement staff attempted to secure an interview with RaRedding Murray, Taliaferro's cousin, in Novi, Michigan, October 12 and 13, 2010. The enforcement staff spoke to Murray in person at his home October 12, 2010, and via telephone October 13, 2010, but Murray declined the enforcement staff's request for an interview.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 19

Based on the above and factors discussed in Finding No. 1, Taliaferro was asked about his involvement in and knowledge of benefit during his first interview with the enforcement staff and institution January 13, 2011. In response to the enforcement staff's questions, Taliaferro denied that he had any involvement in and claimed that he did not learn of the benefit

Additionally, Taliaferro stated that he never discussed the details of benefit the summer of 2009. (See Finding No. 1 above, specifically Section C-1-d, for a detailed discussion of Taliaferro's telephone calls.) In fact, Taliaferro opined that were deliberately not telling him about the benefit stating: "I mean it could have been deliberate that they were not telling me what they were talking about. They could have deliberately been trying to talk about other things to not let me know." However, when asked by the enforcement staff as to why they would just not call, Taliaferro could not give a reason to the contrary.

In this same interview January 13, 2011, Taliaferro acknowledged that he sent the above text message to Capel, but denied that his resignation had anything to do with the impermissible benefit. Taliaferro also could not remember telling Capel in late March/early April or at any other time that he knew

When pressed on the issue and asked why Capel would make a statement against the self-interest of his men's basketball program, Taliaferro stated that he was surprised Capel would say something like that because he (Taliaferro) did not know about benefit until after

Despite denying that he was involved in or had any knowledge of benefit Taliaferro agreed to the summary disposition process. Since what Taliaferro agreed to in the findings was not consistent with what he reported in his first interview, the enforcement staff requested a second interview with Taliaferro, which took place via telephone April 25, 2011. During this interview, Taliaferro admitted that he knew about benefit in August 2009; failed to report the violation to anyone at the institution; and that he provided false and misleading information to the enforcement staff and institution during his January 13, 2011, interview about when he knew about the benefit. (See Finding No. 1 for additional discussion of the differing accounts provided by Taliaferro in his interviews.) In his April 25, 2011, interview, Taliaferro was asked to explain his involvement in benefit, and he replied:

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 20

Okay. What my involvement was, I called several times about – about, you know, where things stood. Several times told me that was working on it, and that at a certain point – I don't remember what day or time – told me that

So after that conversation, I talked to again and I asked, you know, kind of where things were, you know, because time was running out. And it – in a conversation, you know, around those lines, told me that – that was reaching out – that had reached out – was helping. So I called and asked you know, what was going on, and what told me was that was helping establish was waiting on some specifics from. And, you know, the should be okay before, you know, within time to – to get, you know, So he didn't give me any details, you know, you know, or anything along those lines. So, you know, at that point, got and – on whatever day in August. But, you know, they told me that everything had went through and Which is, you know, obviously a different deal than what I told you guys when we talked in January.

(Page Nos. 8 through 10 of Taliaferro's April 25, 2011, interview transcript.)

When asked why he did not report in his first interview January 13, 2011, that he knew of the benefit in August 2009

Taliaferro replied:

Well, the honest reason to that is I was hoping if – you know, if I avoided, you know, making it known that I have some knowledge of it, it was, you know, less of a blow on the school. I already resigned. I'm already going through hell in so many different ways, which, you know, I'm definitely not blaming anybody else for it, but, you know, I was honestly hoping that it would be less of a issue for the school. So I wasn't honest... Which was an additional bad decision.

(Page No. 19 of Taliaferro's April 25, 2011, interview transcript.)

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 21

Later in the interview, Taliaferro added:

I mean, I don't – you know, other than to – you know, to give my apologies and – I don't know how much that's worth, but just from a common sense standpoint, you know, there was really no – no point in me trying to arrange anything like that because

, it would have been a lot easier just, you know,

So – but other than that, you know, it's just been a horrible situation and a really bad decision and, you know, it's hard for me to live with myself and how it affect the other people. It's just the truth. Not to mention what it's done to my family, but, you know, that's my own fault.

(Page Nos. 21 and 22 of Taliaferro's April 25, 2011, interview transcript.)

D. The Parties' Statements and Overall Positions on the Infractions Case.

1. Statement submitted by the institution.

Athletics Compliance Department

In approximately July 2006, the University of Oklahoma significantly transformed its Athletics Compliance Department. Based on the extensive research performed by the University of Oklahoma's Legal Counsel in cooperation with the Vice President for Intercollegiate Athletics/Director of Athletics, it was determined that best practices for the Oklahoma's Athletics Compliance Department was to modify the reporting line from the Athletics Compliance Department to Legal Counsel and to create an Executive Director of Athletics Compliance who directly reports to the General Counsel of the Institution. The main reason for the reorganization was to remove any perceived or potential conflicts of interest that may occur when an oversight department is administered by the same organization that it oversees. In addition to the change in reporting lines, Legal Counsel recommended that the "stair step" administrative organization, where Assistant Directors of Compliance report to a Director of Compliance, be abolished and to institute a "flat line" reporting organizational structure. Most significantly, the annual Athletics Compliance Department's budget increased in size to approximately 1.2 million dollars. The significant increase in the Athletics Compliance Departmental expense can be directly attributed to the increase in athletics compliance staff and additional technical monitoring capabilities. The Athletics Compliance Department currently has 11 employees, eight of which are full-time professional positions and is a forerunner in use of technical monitoring and oversight.

Compliance Oversight Committee

The Compliance Oversight Committee (COC), which was formed to provide an objective perspective of compliance initiatives and to assist in maintaining the standards and integrity of the Athletics Compliance Department and institution, continues to meet on a monthly basis to discuss various compliance-related issues. The members of the COC also take part in the review of secondary violations and assist in the investigations of major violations. The COC is comprised of the Executive Director of Compliance, Vice President/General Counsel, Vice President for Intercollegiate Athletics/Director of Athletics, and the Faculty Athletics Representative. Since the Institution's creation of the COC and direct reporting lines to General Counsel and the President, many schools have followed suit.

Governance and Compliance Committee

The Governance and Compliance Committee (GCC) is part of a larger group, Athletics Council, which was created long ago to review and approve reports submitted annually by each department within Athletics and Compliance. The reports encompass the progress of the Athletics Compliance Department from the previous year as well as the goals for the upcoming year. The GCC was formed with the sole purpose of reviewing the Athletics Compliance Department's annual report and making any recommendations deemed appropriate prior to presenting the report to Athletics Council.

Members of the GCC are selected from the Athletics Council membership, which is comprised of representatives from the Institution's faculty, staff, alumni and students. GCC members are chosen by the Institution's faculty senate, Institution's staff senate, and the Institution's President. Student members are chosen by the Vice President for Student Affairs and student-athletes (non-voting) are selected by the Athletics Director. Membership is periodically rotated with the intent of having every Athletics Council member serve on the GCC as well as the other committees associated with Athletics Council.

Rules Education

Given the importance of providing a comprehensive rules education program, the Athletics Compliance Department, in conjunction with the Institution, continues to place a high priority on both continued education and encouraging the innovation of new ideas. The programs the Athletics Compliance Department has in place are designed to reach vast groups of people, including student-athletes, coaches, staff members, faculty members, alumni, ticket holders, fans, and boosters. In an effort to monitor our education efforts, the Athletics Compliance Department created a rules education database. Each instance where the Athletics Compliance Department provides rules education, whether proactively or reactively, is tracked on a spreadsheet (nearly 2,000 instances tracked since June 2008).

Monitoring

Reduction of Paper Documents

The Institution made the decision to fully automate significant portions of the Athletics Compliance Department's record-keeping functions. The first step the Athletics Compliance Department took to achieve its goal was to digitally archive the massive amount of paper documents that it had in file cabinets. To date, well over 200,000 paper copies of student-athlete files, waivers, etc. (25 metal storage cabinets of documentation) have been archived and saved in a secure location on the

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 24

Institution's server. The Athletics Compliance Department will continue to scan in graduating and/or exhausted eligibility student-athletes information on at least a yearly basis.

Assistant Coach Systems, LLC (ACS)

In August 2008, the Institution entered into a collaborative agreement with ACS, a leading provider of athletic management software and services. ACS provides a single-source solution used to design, analyze, automate, monitor and optimize all aspects of athletics operations. With modules custom-designed by the institution (many of which the company has adapted for other schools and/or incorporated into its commercially-available product), the ACS software system provides real time "compliance" updates to the coaching staffs regarding recruiting, financial aid, eligibility, squad lists, etc. The implementation of this software has significantly improved productivity and is the single biggest improvement in the institution's athletics compliance department to date.

Audits

In an effort to ensure the institution continues to maintain institutional control, the Athletics Compliance Department entered into an agreement with Bond, Schoeneck & King, PLLC (BS&K) in 2009 to perform a comprehensive audit of 21 different compliance-related areas over five years. BS&K began their auditing efforts in the spring of 2009 with a review of coaching limitations, recruiting and academic support of student-athletes. The areas reviewed in 2010 were complimentary tickets, equipment, and playing and practice season. Additional areas will be reviewed throughout the upcoming year, including awards, employment, camps and clinics, and financial aid; an audit of eligibility is currently in progress. A written report is provided by BS&K at the conclusion of each area audit; all recommendations made to date have been addressed by the Athletics Compliance Department.

The Institution's Internal Audit Department conducts an audit of the Athletics Compliance Department each year, most recently during summer 2010. The scope of the audit covered compliance with NCAA legislation governing sport wagering, agents, meals, team travel and postseason (football) procedures. The results of the audit indicated the controls in place within the Athletics Compliance Department were found to be operating effectively.

In addition to the two audits described above, the Big 12 Conference (Conference) recently completed a comprehensive audit of the Athletics Compliance Department in cooperation with an outside firm, The Compliance Group. The Athletics Compliance Department must submit to a Conference audit once every four years. The previous audit was conducted in 2006.

Overview of Institution Violations

During the 2009-10 academic year (August 1 to July 31), the Athletics Compliance Department submitted 55 reports of secondary violations. The majority of the violations were related to Bylaw 13 – Recruiting and Bylaw 16 – Awards. Of the 42 violations of Bylaw 13, about one-third were attributed to electronic transmissions (text messages), telephone calls and correspondence, while the remainder involved various other recruiting-related issues. The 12 violations of Bylaw 16 resulted from impermissible benefits. Other violations cited were related to Bylaw 11 – Personnel; Bylaw 12 – Amateurism; Bylaw 14 – Eligibility; Bylaw 15 – Financial Aid; and Bylaw 17 – Playing Seasons. Although the number of violation reports continues to increase slightly each year, this is viewed as a positive trend, reflecting ever-more thorough and effective monitoring practices as well as a commitment to compliance by those who self-report.

Monitoring Specific to this Violation

Hiring of Coaches

The Athletics Compliance Department performs background checks on all potential coaching candidates. As a part of this process, the Athletics Compliance Department communicates with Chris Strobel, NCAA director of secondary infractions, and Shep Cooper, NCAA director to the Committee on Infractions. The Athletics Compliance Department also attempts to obtain information from other sources, such as other institutions; however, this information is limited considering no central database exists which would allow institutions to identify, monitor or regulate potential coaching candidates.

2. **Statement submitted by the enforcement staff.**

This case demonstrates the increased influence and involvement of outside third parties within the men's basketball environment. The issue of outside third parties is not something new for the sport of men's basketball inasmuch as the membership has identified this as a serious problem that affects both the welfare of prospective and enrolled student-athletes and the collegiate game overall.

The culture surrounding agents' recruitment of athletes continues to evolve. Historically, contract advisors recruited student-athletes on an individual basis and late in a student-athlete's collegiate career as he or she made the transition from collegiate sports to the professional ranks. Over the years, however, the salaries of professional athletes have risen, age restrictions to participate in professional sports

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 26

leagues have changed, notoriety as elite student-athletes has increased with scouting and media exposure, and the value of an elite athlete to outside third parties is now greater than ever.

This, in turn, has created an industry of individuals that includes financial advisors, marketing representatives, business/brand managers, runners and street agents, who seek to broker elite athletes – to both professional and collegiate organizations – for financial gain. Although many governing bodies have attempted to impose some type of regulation on these individuals and their activities, the competitive nature of the industry has resulted in many finding ways to skirt the rules.

This case also demonstrates the need for NCAA coaches to be more diligent and cognizant of who may be involved with the prospective student-athletes they recruit and with their currently enrolled student-athletes. NCAA coaches cannot turn a blind eye to prospective or enrolled student-athletes accepting benefits from agents, financial advisors or other third parties.

The enforcement staff considered alleging that Taliaferro was involved, directly or indirectly, in the arrangement of impermissible benefit from

Based on the call patterns in Taliaferro's telephone records and Taliaferro's statements in his first interview denying any knowledge of or involvement in the impermissible benefit, the staff had reason to believe that Taliaferro might have been involved in arranging the impermissible benefit. However, during his subsequent interview, Taliaferro admitted to providing false and misleading information and acknowledged that he knew about the impermissible benefit in August 2009 but failed to report the violation. During this same interview, Taliaferro continued to deny any involvement in arranging impermissible benefit that .

Taliaferro is considered to be at risk for his knowledge of impermissible benefit provided and failure to report the violation, as well as his false and misleading statements regarding his knowledge of the impermissible benefit in his first interview with the enforcement staff January 13, 2011. As previously noted, he was advised that by consenting to the use of the summary disposition process, and thereby acknowledging personal involvement in major violations, he is at risk for a show-cause penalty as outlined in Bylaw 19.5.2.2-(1).

The enforcement staff notes that the institution fully cooperated during this inquiry. The majority of the inquiry was a cooperative effort on the part of the enforcement staff and institution.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 27

3. Statement submitted by Taliaferro.

I am making this statement on my behalf, relating to the summary disposition between myself, the University of Oklahoma, and the NCAA Infractions Committee. At this time, I will address my role in this matter. This is very difficult, but I fully understand how necessary this part of the process is in order to come to a resolution. I also understand the terms and circumstances of the summary disposition. I expect to be held accountable.

To go along with family, loyalty, and work ethic, accountability completes the fabric of what a coach should be about. That's everything I have been taught about team and leadership since I was 9 years old. No matter what the situation is or how hard the circumstance, it always comes back to choices and decisions, and the consequences that accompany them. As college coaches, we are often put in the face of problems that go far beyond winning and losing games. When you care about people, and you genuinely want success for others, it is impossible for that not to weigh in every matter we encounter. We still have to do what is right and correct, and by the rules regardless.

In 2009, I was faced with the matter stated in the summary disposition. I made a poor decision and I didn't choose the only correct way to handle it. The rules are in place to protect the integrity of college athletics, and to keep the focus on what it means to be a student athlete. Unfortunately there are no dress rehearsals, and no do-overs. I had the opportunity to respond in a different way at the time. It has been a lesson so tough that I can't describe in words, but a lesson none the less that I will grow from.

As I mention, sometimes issues go so much deeper than wins and losses, or landing another top recruit. To witness the desperation

may

have been at the root of how I reacted. That hits close to home, because I actually lived it. My father was born in Oklahoma, and murdered in Detroit when I was 6. My mother had the same struggles to deal with as I grew up in Detroit. I know all too well about running into walls and watching my own mother fight to help get me to a better place. It is hard to not have compassion for other's struggles.

Sometimes good people make a poor decision, and that's what happened with everyone involved in this particular matter. That does not excuse anything at all. I am clear on that. I didn't do my job the correct way. As a result, it has turned out to be the worst nightmare and most difficult experience I could ever even imagine. That's because by not handling this the right way, I let so many people down. My family was devastated by my resignation and the time away from it all, and

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 28

everything that went along with it financially and emotionally. I let Coach Capel down, our team, Joe Castiglione, President Boren, and the entire University of Oklahoma. Honestly, I am still trying to deal with and come to terms with it all.

In closing, I accept full responsibility for my lack of action regarding this matter and I understand that punishment will be rendered. I truly feel this was a lapse in judgment

I am requesting leniency from the committee that will allow me to continue assisting young people and positively impact their lives as I have done throughout my career.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 29

E. Review of Other Issues.

1. Unresolved allegations.

There are no unresolved allegations.

2. Institutional control and head coach's special responsibilities for compliance.

There is no finding of a lack of institutional control, as none of the four pillars of institutional control were compromised by the institution in this case. First, this case did not involve a breakdown of a compliance system. Second, Taliaferro's conduct did not demonstrate any failure to monitor on the part of the institution, create any red flags to warrant action on the part of the institution's athletics administration or reveal that the institution failed to respond to potential violations that occurred. Third, the institution has an in-depth NCAA rules-education program, which includes education on impermissible benefits. Taliaferro failed to meet his obligation to report the violation he knew occurred. Fourth, the institution did not create an atmosphere to encourage the conduct that took place in this case. The violations in this case were not symptomatic in nature to warrant a lack of institutional control or failure to monitor finding.

There is also no finding of the head coach's failure to meet compliance responsibilities pursuant to Bylaw 11.1.2.1. The information obtained through the investigation revealed that Capel promoted an atmosphere of compliance, had no knowledge

impermissible benefit

and was not aware of Taliaferro's knowledge of the violation until Taliaferro told him about it in late March and early April 2010. Similar to the institution, Taliaferro's conduct did not demonstrate any failure to monitor on the part of Capel, create any red flags to warrant action on the part of Capel or reveal that he failed to respond to potential violations that occurred.

As discussed in Finding No. 1 above, Taliaferro was

Taliaferro reported that he had little discussion with Capel during the summer of 2009 about other than to tell Capel

Capel confirmed Taliaferro's report. Capel stated that Taliaferro first told him in August 2009 that

Capel added that Taliaferro did not tell him

Moreover, while Linda Wyatt, former director of initial eligibility and admissions for

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 30

Oklahoma, was aware that
a in early August 2009
was not unusual

she reported that it

3. Unethical conduct.

Please see Finding Nos. 1 and 2 for a detailed discussion of the ethical-conduct issues.

4. Secondary infractions.

All secondary infractions are included in this report.

5. Student-athlete reinstatement issues.

6. Miscellaneous issues.

There are no other issues.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 31

F. Institution's Corrective Actions and Penalties.

1. Overview of institution's investigation.

The institution has participated in the investigation to the extent allowed by the enforcement staff and has cooperated fully with every request made by the enforcement staff.

2. Institution's corrective actions.

The institution has not identified gaps or weaknesses in its compliance systems. In terms of corrective measures, the only actions the institution believes it can do to prevent a similar violation in the future is to continue its already strong rules-education program and encourage and support the NCAA and others' efforts to work with professional sports leagues to curb agents' (and related parties') largely unregulated influence in collegiate athletics. Lastly, all men's basketball coaching staff members employed during the 2010-11 academic year are no longer employed at the institution.

3. Institution's proposed penalties for major violations.

The institution determined to self-impose the following penalties:

- a. Two years probation.
- b. Vacation of wins, individual and team records for the 2009-10 men's basketball season.
- c. Reduction in scholarships by one for the 2011-12 academic year.
- d. Reduce official visits by two (from 12 to 10) for the 2011-12 academic year.
- e. Reduce recruiting person days by 10 (from 130 to 120) for the 2011-12 academic year.
- f. Taliaferro resigned from his position April 7, 2010.

4. Conference actions.

No actions have been taken by the Big 12 at this time.

5. Application of NCAA Executive Regulations [Bylaws 19.5.2.2-(e), 31.2.2.3 and 31.2.2.4].

The institution recognizes and accepts that the NCAA Division I Committee on Infractions has the authority to apply the provisions of Bylaw 19.5.2.2-(e). As referenced above in Section F-3, part of the institution's self-imposed penalties are the vacation of individual and team records and performances for the 2009-10

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 32

season. No individual or team awards were received in the 2009-10 season. The institution does not believe that the provisions of Bylaws 31.2.2.3 and 31.2.2.4 are applicable because no student-athlete involved in this matter competed while ineligible during NCAA championships play.

6. Application of NCAA repeat-violator legislation [Bylaws 19.5.2.3.1 and 19.5.2.3.2].

Bylaw 19.5.2.3.1 is applicable. See Section G-3 below.

As a "repeat violator," the university theoretically is subject to the penalties set forth in Bylaw 19.5.2.3.2. As noted in the bylaw, those penalties are discretionary for the Committee on Infractions and, based on case precedent, are not appropriate in this case. This is an isolated incident involving a single member of the coaching staff, who clearly knew his lack of action to prevent or report the violation was not acceptable. No violations of this nature were the subject of a prior case and there is no lack of control or institutional failure to monitor present.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 33

G. Background Information on the Institution.

1. General Information.

Oklahoma is classified as an NCAA Division I Bowl Championship Subdivision member institution and is a member of the Big 12. The institution sponsors nine men's programs (baseball, basketball, cross country, football, golf, gymnastics, tennis, track and field and wrestling), and 10 women's programs (basketball, cross country, golf, gymnastics, rowing, soccer, softball, tennis, track and field, and volleyball).

2. Overview of the athletics department structure.

The structure of the institution's intercollegiate athletics department is presented in the organization chart attached as Exhibit No. 11.

3. Summary of previous major infractions cases.

Date	Description of Violations	Individuals Involved	Penalties and Corrective Actions
July 11, 2007 Football	Impermissible extra benefits - payment for work not performed	Three football student-athletes	Public reprimand and censure; two additional years of probation (extended to May 23, 2010); reduce by two the total number of grants offered in football for both the 2008-09 and 2009-10 seasons; vacation of all wins in which the ineligible student-athletes competed during the 2005 football season; disassociation of the former auto dealership's manager for a five-year period; annual compliance reporting required.
May 25, 2006 Men's basketball Men's and women's gymnastics	Impermissible telephone contacts with prospective student-athletes Impermissible countable athletically related activities	Head men's basketball coach and three assistant men's basketball coaches	Public reprimand and censure; two years of probation; show cause order for a period of one year for the former head men's basketball coach; show cause provision placed on a former assistant men's basketball coach for a period of three years.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 34

Date	Description of Violations	Individuals Involved	Penalties and Corrective Actions
December 19, 1988 Football	Improper transportation; extra benefits; complimentary tickets; improper recruiting contacts, employment, entertainment, inducements and transportation; unethical conduct; outside fund; institutional control; certification of compliance	Two assistant football coaches and the recruiting coordinator	Maximum of 18 initial grants for 1989-90 and 1990-91; maximum of eight coaches may recruit off campus for 1989-90; maximum of 50 official visits for 1988-89 and 1989-90; annual reports regarding compliance programs; show cause why more penalties should not be imposed if institution does not remove two assistant football coaches and recruiting coordinator from recruiting and disassociate one representative.
November 11, 1980 Football Men's track	Improper financial aid; improper recruiting contacts, entertainment and transportation	Football coaching staff and head men's track coach	Public reprimand.
September 20, 1973 Men's basketball Football	Extra benefits; improper recruiting inducements; lodging, publicity and transportation; tryouts; excessive number of official visits; excessive time for official visits; academic fraud; eligibility; unethical conduct	Assistant men's basketball coach and assistant football coach	No recruiting by one assistant football coach and one assistant men's basketball coach for 1973-74. Football: two-year postseason ban; two-year television ban.
January 11, 1960 Football	Improper financial aid; improper recruiting inducements; outside fund; lack of institutional control.		Indefinite probation, postseason and television ban.
January 11, 1956	Improper transportation; extra benefits; improper recruiting inducements.		Two years probation

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 35

4. Background Information for sport(s) involved in the case.

a. Overview of grants-in-aid information.

- Average men's basketball initial grants-in-aid (2007-08 to 2010-11): 6.0.
- Average men's basketball total grants-in-aid (2007-08 to 2010-11): 12.5.
- Initial men's basketball grants-in-aid (2010-11): 9.
- Projected men's basketball initial grants-in-aid (2011-12): 3.
- Total men's basketball grants-in-aid (2010-11): 13.
- Projected men's basketball total grants-in-aid (2011-12): 12.

b. Student-athletes on athletically related financial aid.

- Five years of enrollment in which to complete four seasons of competition.

None

- Four years of enrollment in which to complete three seasons of competition.

- Three years of enrollment in which to complete two seasons of competition.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 36

- Two years of enrollment in which to complete two seasons of competition.

- One year of enrollment in which to complete one season of competition

c. Redshirt data.

- Average number of men's basketball student-athletes who have redshirted over the last four years: 0.5.
- Number of men's basketball student-athletes who redshirted in 2010-11: 0.

d. Student-athletes on athletically related financial aid who withdrew.

Academic Year	Withdrew
2010-11	2
2009-10	4
2008-09	2
2007-08	2
2006-07	1

e. Institution's won-loss record.

Season	Overall Record	Postseason
2010-11	14-18	n/a
2009-10	13-18	n/a
2008-09	30-6	2009 NCAA Tournament: March 19, Morgan State W 82-54; March 21, Michigan W 73-63; March 27, Syracuse W 84-71; March 29, North Carolina, L 60-72
2007-08	23-12	2008 NCAA Tournament: March 21, Saint Joseph's W 72-64; March 23, Louisville L 48-78

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 37

f. Official visits.

Academic Year	Official Visits
2010-11	7
2009-10	12
2008-09	5
2007-08	5
Total	29
Average	7.25

g. Current squad lists.

See lists attached as Exhibit No. 12.

h. Room, board, books and tuition data.

Academic Year	In-State	Out-of-State
2010-11	17,010	27,440
2009-10	16,330	26,310
2008-09	15,450	25,410
2007-08	14,230	23,350

i. Pre-existing contracts.

The license for live telecasts to contests has been granted generally to the Big 12 for all football games and first right to all other sports. An additional license for live contests not selected under the obligations of the Big 12 license for live telecasts has been granted to the institution's licensee, Learfield Sports, doing business as Sooner Sports Properties.

j. Media guides.

The internet URLs are listed as follows:

- http://issuu.com/soonersports.com/docs/2010-11_ou_mbb_guide?mode=embed&layout=http%3A//Fskin.issuu.com/v/dark/layout.xml&showFlipBtn=true
- http://issuu.com/soonersports.com/docs/2009-10_ou_mbb_guide?mode=embed&layout=http%3A//Fskin.issuu.com/v/dark/layout.xml&showFlipBtn=true
- <http://www.soonersports.com/sports/m-baskbl/archive/111908aae.html>
- <http://www.soonersports.com/sports/m-baskbl/archive/101909aaa.html>

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 38

k. Other relevant information.

The following individuals have been responsible for the supervision of sport programs during the last four years.

- Joe Castiglione, vice president for intercollegiate athletics programs and director of athletics
- Billy Ray Johnson, former assistant athletics director/ticket operations (no longer employed)
- Brandon Martin, senior associate athletics director/administration
- Nicki Moore, former senior associate athletics director/senior woman administrator (no longer employed)
- Kenny Mossman, senior associate athletics director/communications
- Larry Naifeh, executive associate athletics director
- Gloria Nevarez, former senior associate athletics director/senior woman administrator (no longer employed)
- Greg Phillips, former senior associate athletics director/chief financial officer (no longer employed)
- Stephanie Rempe, former senior associate athletics director/senior woman administrator (no longer employed)
- Lindy Roberts, assistant athletics director/event management
- Greg Tipton, assistant athletics director/equipment operations

A systemic review of NCAA and institutional regulations occurs in the form of internal and external audits. Internal audits are conducted by Oklahoma's internal audit department, while external audits are conducted by Bond Schoeneck & King, PLLC. The audit schedule for the years 2008 through 2013 is attached as Exhibit No. 13. Every four years, the Big 12 also conducts an audit. The 2011 Big 12 Conference Audit Report is attached as Exhibit No. 14.

5. Identities, titles and biographical information for all individuals involved in the allegations.

- Oronde Taliaferro

College: Wayne State – 1994

Coaching History:

Mumford High School (Detroit) - 1996

Central High School (Detroit) - 1997 to 2001

Kent State University - 2002

University of Arkansas, Fayetteville - 2003 to 2007

University of Oklahoma - 2007 to 2010

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 39

H. Concluding Statements.

Statement submitted by the institution.

The University of Oklahoma has continued the consistent and significant development of its thorough compliance operation for all aspects of institutional control. In addition to the new reporting structure previously implemented, the institution's compliance department has created multiple rules-education communication channels and purchased, developed and implemented ACS Athletics, which provides real-time compliance updates to the coaching staffs regarding recruiting, financial aid, eligibility and squad lists and has substantially decreased the chance of error associated with completing large numbers of forms by hand and allowed for automated alerts for missing records. As part of its continuing review of all monitoring procedures, the institution continually evaluates the best practices and procedures for monitoring and incorporates the same into its policies and procedures.

Compliance is a shared responsibility and the institution's compliance department goes to great lengths to educate the student-athletes, coaches, institutional faculty and staff, employers of student-athletes, boosters and fans about pertinent NCAA legislation and institutional policies. In closing, we fully understand our obligations and appreciate the responsibilities that exist as a member of the NCAA. The institution remains committed to operating our intercollegiate athletic program in compliance with NCAA rules and regulations.

SUMMARY DISPOSITION REPORT

Case No. M351

Page No. 40

I. Exhibits.

1. Detailed chronology.
2. Interview list.
3. Applicable legislation.
4. Notice of inquiry letter.
5. Oronde Taliaferro interview transcript, January 13, 2011.
6. Oronde Taliaferro interview transcript, April 25, 2011.
- 7.
8. letter dated June 14, 2010, with attachments.
9. Tulsa World, "Rumors About OU Hoops Abound at Final Four," April 3, 2010.
10. Emails regarding Oronde Taliaferro's and Jeff Capel's text-message exchange April 6, 2010.
11. Oklahoma's athletics department's organizational chart.
12. Oklahoma's current squad lists.
13. Oklahoma's audit schedule for the years 2008 through 2013.
14. 2011 Big 12 Conference Audit Report.
15. Agreement forms of the parties.

SUMMARY DISPOSITION REPORT

Case No. M351 - University of Oklahoma

July 21, 2011

Detailed Chronology

- March 9 and 10, 2010 – Mike Houck, associate director of athletics communications and sports information director for men's basketball, was
During the March 10, 2010,
- March 10, 2010 – Institution interviewed
- March 17, 2010 – Houck was contacted by the
Houck declined comment.
- March 17, 2010 – Jason Leonard, executive director of athletics compliance, spoke
Leonard then spoke to a member of the NCAA enforcement staff's basketball focus group about .
- March 18, 2010 –
in August 2009. A member of the NCAA enforcement staff's agent, gambling and amateurism activities (AGA) staff contacted Leonard to request interviews of . The AGA staff member and Leonard called and left a voice mail requesting an interview.
- March 22, 2010 – Enforcement staff sent an interview request via letter to
Subsequently through his attorney, declined to be interviewed.
- March 29, 2010 – Enforcement staff and institution interviewed
- April 5, 2010 – Enforcement staff sent written request for documentation requested in
March 29, 2010, interviews to their attorney. Requested documentation was never provided.
- April 6, 2010 – Institution provided enforcement staff a phone call analysis for calls made by the men's basketball staff to phone numbers associated with

DETAILED CHRONOLOGY

Case No. M351

Page No. 2

- April 7, 2010 – Enforcement staff and institution interviewed Jeff Capel, then head men's basketball coach.
- April 7, 2010 – Institution provided enforcement staff with telephone records for Oronde Taliaferro, former assistant men's basketball coach.
- April 7, 2010 – Enforcement staff sent a letter requesting an interview with Taliaferro to Taliaferro's attorney.
- April 13, 2010 – Enforcement staff made a document request to institution.
- April 15, 2010 – Institution provided some of the documents in response to enforcement staff's April 13 document request.
- April 20, 2010 – Enforcement staff and institution conducted on-campus interviews of institutional staff, including the then men's basketball coaching staff.
- April 20, 2010 – Enforcement staff resent the April 5, 2010, document request to requesting a status update. Requested documentation was never provided.
- April 29, 2010 – Enforcement staff made a document request to institution.
- April 30, 2010 – Enforcement staff and institution interviewed Bryan Goodman, then director of basketball operations, via telephone.
- May 10, 2010 – Institution provided additional documents in response to enforcement staff's April 13 document request.
- May 19, 2010 – Enforcement staff and institution interviewed
- May and June 2010 – Enforcement staff made document requests to institution, and institution provided documents in response to said requests.
- June 3, 2010 – Enforcement staff resent interview request to Taliaferro's attorney.
- June 7, 2010 – Taliaferro's attorney, David Zacks of Ishbia & Gagleard, P.C., sent a letter to enforcement staff declining interview request.
- July 20, 2010 – Enforcement staff and institution conducted an interview in Houston, Texas.

DETAILED CHRONOLOGY

Case No. M351

Page No. 3

- July 26-27, 2010 – Enforcement staff attempted cold call interviews in Tampa and Palm Harbor, Florida.
- July and August 2010 – Enforcement staff made document requests to institution, and institution provided documents in response to said requests.
- September 2, 2010 – Enforcement staff conducted an interview in Houston, Texas.
- September 21, 2010 – Enforcement staff and institution conducted on-campus interviews of athletics training staff and former men's basketball student manager.
- September and October 2010 – Enforcement staff made document requests to institution, and institution provided documents in response to said requests.
- October 12-13, 2010 – Enforcement staff attempted cold call interviews in Detroit and Novi, Michigan.
- October 26, 2010 – Enforcement staff conducted a telephone interview.
- November 10, 2010 – Enforcement staff interviewed J. Hodge Brahmbhatt, chief executive officer for Jade Private Wealth Management LLC (Jade), and Nash Brahmbhatt, vice president of business development for Jade, in Washington, D.C.
- December 10, 2010 – Enforcement staff interviewed Rob Murphy, then assistant men's basketball coach at Syracuse University and current head men's basketball coach at Eastern Michigan University, in Syracuse, New York.
- December 17, 2010 – Taliaferro's attorney contacted enforcement staff stating that Taliaferro had reconsidered his decision not to interview with enforcement staff and institution. Taliaferro's interview was set for January 13, 2011.
- January 13, 2011 – Enforcement staff and institution interviewed Taliaferro at his attorney's office in Birmingham, Michigan.
- March 23, 2011 – Enforcement staff issued a notice of inquiry to institution.
- March 29, 2011 – Enforcement staff provided institution and Taliaferro's attorney a draft of the proposed findings and "A Guide to the Summary Disposition Process."
- April 7, 2011 - Zacks informed enforcement staff that he and his firm no longer represent Taliaferro but confirmed that Taliaferro received the documents provided to him March 29.

DETAILED CHRONOLOGY

Case No. M351

Page No. 4

- April 11, 2011 - Thandi Wade of Tatum and Wade, PLLC informed enforcement staff that Taliaferro has retained him as counsel.
- April 25, 2011 – Enforcement staff and institution conduct a second interview of Taliaferro via telephone.
- April 29, 2011 – Enforcement staff provided institution and Taliaferro's attorney a second draft of the proposed findings.
- May 6, 2011 – Institution and Taliaferro agreed to participate in the summary disposition process.
- July 21, 2011 – The summary disposition report was submitted to the NCAA Division I Committee on Infractions.

List of Individuals Interviewed by the Institution and/or NCAA

Case No. M351 - University of Oklahoma

<u>Name</u>	<u>Date of Interview</u>
	March 10, 2010*
	March 10, 2010*
	March 29, 2010
	March 29, 2010
	March 29, 2010
Jeff Capel	April 7, 2010
Mark Cline	April 20, 2010
Ben Betts	April 20, 2010
Linda Wyatt	April 20, 2010
Bryan Goodman	April 30, 2010
	May 19, 2010
	May 19, 2010
	May 19, 2010
Ronald Clark Rone	July 20, 2010
Marland Lowe**	September 2, 2010**
Scott Anderson	September 21, 2010
Alex Brown	September 21, 2010
Joseph Leszczynski	September 21, 2010
Monique Avery**	October 26, 2010**
J. Hodge Brahmbhatt**	November 10, 2010**
Nash Brahmbhatt**	November 10, 2010**
Rob Murphy**	December 10, 2010**
Oronde Taliaferro	January 13, 2011
Oronde Taliaferro	April 25, 2011

* Note: Interview was conducted by institution. NCAA did not participate.

** Note: Interview was conducted by NCAA. Institution did not participate.

2010-11 NCAA®

DIVISION I **MANUAL**

EFFECTIVE
AUGUST 1, 2010

CONSTITUTION
OPERATING BYLAWS
ADMINISTRATIVE BYLAWS



2.8.1 Responsibility of Institution. [*] Each institution shall comply with all applicable rules and regulations of the Association in the conduct of its intercollegiate athletics programs. It shall monitor its programs to assure compliance and to identify and report to the Association instances in which compliance has not been achieved. In any such instance, the institution shall cooperate fully with the Association and shall take appropriate corrective actions. Members of an institution's staff, student-athletes, and other individuals and groups representing the institution's athletics interests shall comply with the applicable Association rules, and the member institution shall be responsible for such compliance.

10.01.1 Honesty and Sportsmanship. Individuals employed by (or associated with) a member institution to administer, conduct or coach intercollegiate athletics and all participating student-athletes shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, shall represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports.

10.1 UNETHICAL CONDUCT

Unethical conduct by a prospective or enrolled student-athlete or a current or former institutional staff member (e.g., coach, professor, tutor, teaching assistant, student manager, student trainer) may include, but is not limited to, the following: (*Revised: 1/10/90, 1/9/96, 2/22/01*)

- (a) Refusal to furnish information relevant to an investigation of a possible violation of an NCAA regulation when requested to do so by the NCAA or the individual's institution;
 - (b) Knowing involvement in arranging for fraudulent academic credit or false transcripts for a prospective or an enrolled student-athlete;
 - (c) Knowing involvement in offering or providing a prospective or an enrolled student-athlete an improper inducement or extra benefit or improper financial aid; (*Revised: 1/9/96*)
 - (d) Knowingly furnishing or knowingly influencing others to furnish the NCAA or the individual's institution false or misleading information concerning an individual's involvement in or knowledge of matters relevant to a possible violation of an NCAA regulation; (*Revised: 1/16/10*)
 - (e) Receipt of benefits by an institutional staff member for facilitating or arranging a meeting between a student-athlete and an agent, financial advisor or a representative of an agent or advisor (e.g., "runner"); (*Adopted: 1/9/96, Revised: 8/4/05*)
 - (f) Knowing involvement in providing a banned substance or impermissible supplement to student-athletes, or knowingly providing medications to student-athletes contrary to medical licensure, commonly accepted standards of care in sports medicine practice, or state and federal law. This provision shall not apply to banned substances for which the student-athlete has received a medical exception per Bylaw 31.2.3.5; however, the substance must be provided in accordance with medical licensure, commonly accepted standards of care and state or federal law; (*Adopted: 8/4/05, Revised: 5/6/08*)
 - (g) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or an institution's admissions office regarding an individual's academic record (e.g., schools attended, completion of coursework, grades and test scores); (*Adopted: 4/27/06, Revised: 10/23/07*)
 - (h) Fraudulence or misconduct in connection with entrance or placement examinations; (*Adopted: 4/27/06*)
 - (i) Engaging in any athletics competition under an assumed name or with intent to otherwise deceive; or (*Adopted: 4/27/06*)
 - (j) Failure to provide complete and accurate information to the NCAA, the NCAA Eligibility Center or the institution's athletics department regarding an individual's amateur status. (*Adopted: 1/8/07, Revised: 5/9/07*)
-

11.1.1 Honesty and Sportsmanship. Individuals employed by or associated with a member institution to administer, conduct or coach intercollegiate athletics shall act with honesty and sportsmanship at all times so that intercollegiate athletics as a whole, their institutions and they, as individuals, represent the honor and dignity of fair play and the generally recognized high standards associated with wholesome competitive sports. (See Bylaw 10 for more specific ethical-conduct standards.)

12.01.1 Eligibility for Intercollegiate Athletics. Only an amateur student-athlete is eligible for intercollegiate athletics participation in a particular sport.

12.1.1 Validity of Amateur Status. As a condition and obligation of membership, it is the responsibility of an institution to determine the validity of the information on which the amateur status of a prospective student-athlete (including two-year and four-year college transfers initially enrolling at an NCAA Division I institution) and student-athlete is based. (See Bylaw 14.01.3.) *(Adopted: 1/9/06 effective 8/1/06, for all final certifications for student-athletes initially enrolling at a Division I or Division II institution on or after 8/1/07, Revised: 1/8/07, 4/30/07)*

12.1.2.1.6 Preferential Treatment, Benefits or Services. Preferential treatment, benefits or services because of the individual's athletics reputation or skill or pay-back potential as a professional athlete, unless such treatment, benefits or services are specifically permitted under NCAA legislation. For violations of this bylaw in which the value of the benefit is \$100 or less, the eligibility of the individual shall not be affected, conditioned on the individual repaying the value of the benefit to a charity of his or her choice. The individual, however, shall remain ineligible from the time the institution has knowledge of the receipt of the benefit until the individual repays the benefit. If the violation involves institutional responsibility, it remains an institutional violation per Constitution 2.8.1, and documentation of the individual's repayment shall be forwarded to the enforcement staff. *(Revised: 1/11/94, 1/14/08)*

14.11.1 Obligation of Member Institution to Withhold Student-Athlete from Competition. If a student-athlete is ineligible under the provisions of the constitution, bylaws or other regulations of the Association, the institution shall be obligated to apply immediately the applicable rule and to withhold the student-athlete from all intercollegiate competition. The institution may appeal to the Committee on Student-Athlete Reinstatement for restoration of the student-athlete's eligibility as provided in Bylaw 14.12 if it concludes that the circumstances warrant restoration.

16.8.1.2 Competition While Representing Institution. An institution may provide actual and necessary travel expenses (e.g., transportation, lodging and meals) to a student-athlete for participation in athletics competition, provided the student-athlete is representing the institution (competes in the uniform of the institution) and is eligible for intercollegiate competition. Violations of this bylaw shall be considered an institutional violation per Constitution 2.8.1; however, they shall not affect the student-athlete's eligibility. Such competition includes: *(Revised: 1/10/92, 10/28/97, 11/1/01)*

- (a) Regularly scheduled intercollegiate athletics events;
- (b) NCAA championship events and NGB championship events in an emerging sport; *(Revised: 1/14/97)*
- (c) A licensed postseason football game (see Bylaw 18.7 for conditions required for licensing); *(Revised: 2/1/05)*

- (d) Nonintercollegiate open, amateur competition; (*Adopted: 1/10/92*)
 - (e) Other institutional competition permissible under NCAA legislation, including postseason events; and
 - (f) Fundraising activities that an institution counts against its maximum contest limitations per Bylaw 17. (*Adopted: 4/2/03 effective 8/1/03*)
-

19.5.2.2 Disciplinary Measures. In addition to those penalties prescribed for secondary violations, among the disciplinary measures, singly or in combination, that may be adopted by the committee (or the Infractions Appeals Committee per Bylaw 19.2) and imposed against an institution for major violations are: (*Revised: 1/16/93, 1/11/94, 1/10/95, 4/24/03*)

- (a) Public reprimand and censure; (*Revised: 1/11/94*)
- (b) Probation for at least one year; (*Revised: 1/11/94*)
- (c) A reduction in the number of financial aid awards (as defined in Bylaw 15.02.4.1) that may be awarded during a specified period;
- (d) Prohibition against the recruitment of prospective student-athletes for a sport or sports for a specified period;
- (e) One or more of the following penalties: (*Revised: 4/26/01 effective 8/1/01*)
 - (1) Individual records and performances shall be vacated or stricken; or (*Revised: 1/11/94*)
 - (2) Team records and performances shall be vacated or stricken; or (*Adopted: 1/11/94*)
 - (3) Individual or team awards shall be returned to the Association.
- (f) A financial penalty; (*Adopted: 4/26/01 effective 8/1/01*)
- (g) Ineligibility for any television programs involving coverage of the institution's intercollegiate athletics team or teams in the sport or sports in which the violations occurred; (*Revised: 1/10/92*)
- (h) Ineligibility for invitational and postseason meets and tournaments;
- (i) Ineligibility for one or more NCAA championship events;
- (j) Prohibition against an intercollegiate sports team or teams participating against outside competition for a specified period;
- (k) Ineligibility of the member to vote or its personnel to serve on committees of the Association, or both;
- (l) Requirement that a member institution that has been found in violation, or that has an athletics department staff member who has been found in violation of the provisions of NCAA legislation while representing another institution, show cause why:
 - (1) A penalty or an additional penalty should not be imposed if, in the opinion of the committee (or the Infractions Appeals Committee per Bylaw 19.2), it does not take appropriate disciplinary or corrective action against athletics department personnel involved in the infractions case, any other institutional employee if the circumstances warrant or representatives of the institution's athletics interests; or (*Revised: 1/10/95, 4/24/03*)
 - (2) A recommendation should not be made to the membership that the institution's membership in the Association be suspended or terminated if, in the opinion of the committee (or the Infractions Appeals Committee per Bylaw 19.2), it does not take appropriate disciplinary or corrective action against the head coach of the sport involved, any other institutional employee if the circumstances warrant or representatives of the institution's athletics interests. (*Revised: 1/10/95, 4/24/03*)
 - (3) "Appropriate disciplinary or corrective action" as specified in subparagraphs (1) and (2) above may include, for example, termination of the coaching contract of the head coach and any assistants involved; suspension or termination of the employment status of any other institutional employee who may be involved; severance of relations with any representative of the institution's athletics interests who may be involved; the debarment of the head or assistant coach from any coaching, recruiting or speaking engagements for a specified period; and the prohibition of all recruiting in a specified sport for a specified period.
 - (4) The nature and extent of such action shall be the determination of the institution after due notice and hearing to the individuals concerned, but the determination of whether or not the action is appropriate in the fulfillment of NCAA policies and principles, and its resulting effect on any institutional penalty,

shall be solely that of the committee (or the Infractions Appeals Committee per Bylaw 19.2). *(Revised: 1/10/95, 4/24/03)*

- (5) Where this requirement is made, the institution shall show cause or, in the alternative, shall show the appropriate disciplinary or corrective action taken, in writing, to the committee (or the Infractions Appeals Committee per Bylaw 19.2) within 15 days thereafter. The committee (or the Infractions Appeals Committee per Bylaw 19.2) may, without further hearing, determine on the basis of such writing whether or not in its opinion appropriate disciplinary or corrective action has been taken and may impose a penalty or additional penalty; take no further action, or, by notice to the institution, conduct a further hearing at a later date before making a final determination. *(Revised: 1/10/95, 4/24/03)*
-

19.5.2.3.1 Time Period. An institution shall be considered a “repeat” violator if the Committee on Infractions finds that a major violation has occurred within five years of the starting date of a major penalty. For this provision to apply, at least one major violation must have occurred within five years after the starting date of the penalties in the previous case. It shall not be necessary that the Committee on Infractions’ hearing be conducted or its report issued within the five-year period. *(Revised: 1/14/97 effective 8/1/97)*

19.5.2.3.2 Repeat Violator Penalties. In addition to the penalties identified for a major violation, the minimum penalty for a repeat violator, subject to exceptions authorized by the Committee on Infractions on the basis of specifically stated reasons, may include any or all of the following: *(Revised: 1/11/94)*

- (a) The prohibition of some or all outside competition in the sport involved in the latest major violation for one or two sports seasons and the prohibition of all coaching staff members in that sport from involvement directly or indirectly in any coaching activities at the institution during that period;
 - (b) The elimination of all initial grants-in-aid and all recruiting activities in the sport involved in the latest major violation in question for a two-year period;
 - (c) The requirement that all institutional staff members serving on the Board of Directors, Leadership Council, Legislative Council or other cabinets or committees of the Association resign those positions, it being understood that all institutional representatives shall be ineligible to serve on any NCAA committee for a period of four years; and *(Revised: 11/1/07 effective 8/1/08)*
 - (d) The requirement that the institution relinquish its voting privilege in the Association for a four-year period.
-

31.2.2.3 Participation While Ineligible. When a student-athlete competing as an individual or representing the institution in a team championship is declared ineligible following the competition, or a penalty has been imposed or action taken as set forth in Bylaw 19.5.2.2-(e) or 19.7 of the NCAA enforcement program, the Committee on Infractions may require the following: *(Revised: 4/26/01)*

- (a) **Individual Competition.** The individual’s performance may be stricken from the championships records, the points the student has contributed to the team’s total may be deleted, the team standings may be adjusted accordingly, and any awards involved may be returned to the Association. For those championships in which individual results are recorded by time, points or stroke totals (i.e., cross country, golf, gymnastics, indoor track and field, outdoor track and field, rifle, swimming and skiing), the placement of other competitors may be altered and awards presented accordingly. For those championships in which individual results are recorded by advancement through a bracket or head-to-head competition, the placement of other competitors shall not be altered. *(Revised: 8/15/89, 4/26/01)*
- (b) **Team Competition.** The record of the team’s performance may be deleted, the team’s place in the final standings may be vacated, and the team’s trophy and the ineligible student’s award may be returned to the Association. *(Revised: 4/26/01)*

31.2.2.4 Institutional Penalty for Ineligible Participation. When an ineligible student-athlete participates in an NCAA championship and the student-athlete or the institution knew or had reason to know of the ineligibility, the NCAA Committee on Infractions may assess a financial penalty. (*Revised: 4/26/01 effective 8/1/01*)



March 23, 2011

P.O. Box 6222
Indianapolis, Indiana 46206
Telephone: 317/917-6222

Shipping/Overnight Address:
1802 Alonzo Watford Sr. Drive
Indianapolis, Indiana 46202

www.ncaa.org

CONFIDENTIAL/VIA OVERNIGHT DELIVERY

President David Boren
University of Oklahoma
660 Parrington Oval
Norman, Oklahoma 73019

RE: Notice of Inquiry, University of Oklahoma, Case No. M351.

Dear President Boren:

The purpose of this letter is to advise you that the NCAA has begun an investigation into the institution's men's basketball program in accordance with the provisions of NCAA Bylaw 32.5 of the NCAA enforcement procedures. This will confirm that Stephanie Hannah, director of enforcement, and Mark Strothkamp, assistant director of enforcement, will coordinate the processing of this case on behalf of the NCAA. It is the present intention of the enforcement staff to complete this investigation by April 7, 2011.

At this time, the possible violations primarily involve the men's basketball program. However, please note that new information often is developed during an investigation that leads to expanded inquiries. In the event such information is developed, you will be kept informed. Also, in accordance with Bylaws 32.5.1.1 and 32.5.1.2, the general status of this inquiry will be reported to you in writing at the end of six-month intervals. The date of your first six-month reporting period will begin with the date of this letter.

The bylaws also indicate that you may request a meeting with the enforcement staff to discuss the inquiry in more detail. Inasmuch as the institutional representatives are already very familiar with the case, due to participation in prior interviews, this meeting seems unnecessary at this time.

The institution and any individual may be represented by legal counsel at all stages of the proceedings. However, individuals associated with the institution should be requested not to discuss the case with other parties involved in the case prior to interviews conducted by the NCAA enforcement staff and the institution except for consultation with legal counsel.

N a t i o n a l C o l l e g i a t e A t h l e t i c A s s o c i a t i o n

An association of over 1,200 members serving the student-athlete

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The investigation by the enforcement staff is being conducted under my direction. However, in the event of procedural disputes or if the investigation results in a notice of allegations, the NCAA Division I Committee on Infractions would assume jurisdiction for correspondence concerning procedural issues and the hearing process. All correspondence to the committee should be forwarded to Shepard C. Cooper, director of the Committees on Infractions, at the NCAA national office.

In the event allegations related to possible major violations of NCAA legislation are substantiated, the Committee on Infractions will consider the case either through the summary disposition or hearing process. A summary disposition involves a written report that is jointly prepared by the institution, enforcement staff and all involved parties. Bylaw 32.7 describes the summary disposition process, and a guide is available from the enforcement staff for your review when applicable. Bylaw 32.8 explains the procedures that are followed when it is necessary for the institution, enforcement staff and involved parties to appear before the committee.

The enforcement program of the NCAA is a cooperative undertaking involving individual member institutions and allied conferences working together through the NCAA -- a unified effort designed to improve the administration of intercollegiate athletics. You are called upon as president of the University of Oklahoma for your cooperation and assistance to the end that complete information related to this matter may be developed.

Your assistance is appreciated.

Sincerely,



Julie Roe Lach
Vice President of Enforcement

JRL:klk

cc: Mr. Dan Beebe
Mr. Joseph R. Castiglione
Mr. Shepard C. Cooper
Ms. Connie Dillon
Mr. Michael S. Glazier
Mr. Anil Gollahalli
Mr. Jason Leonard
NCAA Division I Committee on Infractions

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TRANSCRIPT OF RECORDED INTERVIEW BETWEEN
ANGIE CRETORS & COACH ORONDE TALIAFERRO
HELD ON JANUARY 13, 2011
IN BIRMINGHAM, MICHIGAN

Transcribed By: Jana C. Hazelbaker, CSR

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A P P E A R A N C E S

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Angie Cretors: Associate Director of
the Agent, Gambling and
Amateurism Activities
Department at the NCAA

David Zacks Attorney for Mr. Taliaferro

Jason Leonard: Executive Director of
Athletics Compliance

Mark Strothkamp: Assistant Director of
Enforcement with the
NCAA

Mike Glazier: Outside counsel to OU
for NCAA compliance and
infractions matters

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1 MS. CRETORS: Okay. Today's date is
2 Thursday, January 13th, 2011. It's approximately
3 1:00 p.m., eastern time.

4 My name is Angie Cretors, Associate
5 Director of the Agent, Gambling and Amateurism
6 Activities Department at the NCAA, and I will note
7 that we are located in the offices in Birmingham,
8 Michigan, of Ishbia & --

9 MR. ZACKS: Gagleard.

10 MS. CRETORS: -- Gagleard.

11 And for the purposes of voice
12 identification, I'd like to ask each person in the
13 room to state his name and title.

14 We'll go ahead and start with you, Mark.

15 MR. STROTHKAMP: Mark Strothkamp,
16 Assistant Director of Enforcement with the NCAA.

17 MR. ZACKS: David Zacks, legal counsel on
18 behalf of Mr. Taliaferro.

19 MR. TALIAFERRO: Oronde Taliaferro.

20 MR. LEONARD: Jason Leonard, the Executive

21 Director of Athletics Compliance at the University
22 of Oklahoma.

23 MR. GLAZIER: Mike Glazier, outside
24 counsel of the University of Oklahoma for NCAA
25 compliance and infractions matters.

1 MS. CRETORS: Okay. And, Coach
2 Taliaferro, did we get your permission to tape
3 record the interview?

4 MR. TALIAFERRO: Yes.

5 MS. CRETORS: Okay. And I will note for
6 the record that the Institution is also recording,
7 and does the Institution agree to keep the interview
8 confidential, pursuant to Bylaw 323914?

9 MR. LEONARD: We do.

10 MS. CRETORS: And I'll just note for the
11 record that Coach Taliaferro also signed a Statement
12 of Confidentiality and we will be sending you a copy
13 of the interview once we get back to the national
14 office.

15 Prior to going on the record, you had a
16 chance to review the NCAA Interview Notices Form.
17 Did you read this form?

18 MR. TALIAFERRO: Yes.

19 MS. CRETORS: And do you understand that
20 the purpose of this interview is to determine

21 whether you have any knowledge of or involvement in
22 any violations of NCAA legislation?

23 MR. TALIAFERRO: Yes.

24 MS. CRETORS: Do you understand that if
25 you have violated the NCAA Principles of Ethical

1 Conduct for any of the reasons listed in those
2 principles, you could be charged with that
3 violation?

4 MR. TALIAFERRO: Yes.

5 MS. CRETORS: Do you understand you may be
6 represented by personal legal counsel during this
7 interview?

8 MR. TALIAFERRO: Yes.

9 MS. CRETORS: Do you understand that NCAA
10 Bylaw 10.1 obligates you to provide truthful and
11 complete information in this interview?

12 MR. TALIAFERRO: Yes.

13 MS. CRETORS: Do you understand that if it
14 is ever determined that you provided false or
15 misleading information or withheld information in
16 this interview, that could constitute a violation of
17 the NCAA Principles of Ethical Conduct and could
18 impact your athletically-related duties as a staff
19 member at any NCAA institution?

20 MR. TALIAFERRO: Yes.

21 MS. CRETORS: Okay. Do you understand
22 that information provided during this interview may
23 be shared by the NCAA enforcement staff with the
24 NCAA eligibility center?

25 MR. TALIAFERRO: Yes.

1 MS. CRETORS: And do you have any
2 questions regarding any part of this notice form?

3 MR. TALIAFERRO: I don't.

4 MS. CRETORS: Okay. And I'll just state
5 that you did sign and date that -- that form. Can
6 we get your -- oh, okay.

7 Can we get your current contact
8 information?

9 MR. ZACKS: I would ask that you con- --
10 any contact with Mr. Taliaferro be through my
11 office.

12 MS. CRETORS: Okay. Can we -- or do you
13 live in the Detroit area? Where --

14 MR. TALIAFERRO: No, ma'am, I live in
15 Atlanta.

16 MS. CRETORS: Okay. And, currently, what
17 are you -- what are you doing for occupation, work,
18 anything?

19 MR. TALIAFERRO: Yeah, I work at
20 (inaudible).

21 MS. CRETORS: In -- in Atlanta?

22 MR. TALIAFERRO: Yes.

23 MS. CRETORS: And do you have a current

24 cell number?

25 MR. ZACKS: Again, because of the

1 possibility that these records may become public,
2 that's not something I'm comfortable having him make
3 as a part of this record.

4 MS. CRETORS: Okay. When you were at
5 the -- employed at the University of Oklahoma, did
6 you have a cell phone?

7 MR. TALIAFERRO: Yes.

8 MS. CRETORS: And do you remember what
9 that number was?

10 MR. TALIAFERRO: The phone number I had
11 from Oklahoma?

12 MS. CRETORS: Uh-huh.

13 MR. TALIAFERRO: (405) -- I honestly don't
14 remember it, to tell you the truth.

15 MS. CRETORS: Okay. Did you have more
16 than one cell phone when you were employed at the
17 University of Oklahoma?

18 MR. TALIAFERRO: My family had a cell
19 phone that we used, my daughters and --

20 MS. CRETORS: And did you use that phone

21 at all?

22 MR. TALIAFERRO: Sometimes.

23 MS. CRETORS: And do you remember what
24 that number was?

25 MR. ZACKS: When she asked if you used

1 that phone, was that phone for strictly personal

2 family or for business?

3 MR. TALIAFERRO: It was personal.

4 MR. ZACKS: Okay. Then I'm going to

5 instruct him not to put that on this record as it's

6 not germane.

7 MS. CRETORS: So there were never any

8 recruiting calls or anyone calling you for

9 recruiting or any business purposes for that phone

10 number?

11 MR. TALIAFERRO: Not that I recall.

12 MS. CRETORS: And did Coach Capel or any

13 of the other assistant coaches have that number or

14 call you on that number?

15 MR. TALIAFERRO: He may have. I don't

16 know.

17 MS. CRETORS: And did you have any e-mails

18 while you were employed at the University of

19 Oklahoma?

20 MR. TALIAFERRO: Any e-mails? Yeah.

21 MS. CRETORS: And do you remember what

22 those e-mails were.

23 MR. ZACKS: You mean, address?

24 MS. CRETORS: Yeah, e-mail addresses.

25 MR. TALIAFERRO: It was the school e-mail.

1 I don't really remember. Jason could probably help

2 me. Do you remember -- what -- you got e-mail?

3 MR. LEONARD: Was yours

4 Otaliaferro@ou.edu?

5 MR. TALIAFERRO: That would be it. I

6 wasn't sure if it was Oronde dot or --

7 MR. LEONARD: I'm not 100 percent sure on

8 that, either. I think that's what it is.

9 MR. TALIAFERRO: Most likely would be.

10 MS. CRETORS: Did you have any other

11 e-mail addresses, other than the ou.edu?

12 MR. TALIAFERRO: No.

13 MS. CRETORS: And can you tell us, I

14 guess, why now you're agreeing to meet with us,

15 since it's almost close to a year that I think we

16 first requested an interview?

17 MR. TALIAFERRO: Why do I think -- you

18 know, a lot has gone on. I was going through a lot,

19 you know, personally some issues with my own family

20 and I was just -- at the time, it was tough. And,

21 you know, to be quite honest with you, I felt like
22 that I was being forced, you know, to speed up the
23 situation, and I was just uncomfortable with the
24 approach that was taken, so my legal counsel just
25 advised me to, you know, kind of wait and, you know,

1 do it when things calmed down in my life.

2 MS. CRETORS: Okay. And when you say you
3 were being forced or -- can you elaborate on that?
4 I know there have been some accusation that you were
5 being harassed, and I'm trying to get a better
6 understanding of what --

7 MR. TALIAFERRO: Well, I was having a
8 family issue here with my son in Detroit, and I made
9 that clear, but the response that I was given, you
10 know -- from the compliance staff at Oklahoma was,
11 you know, basically, if he -- well, he -- not him.
12 They didn't know what -- there was nobody dying.
13 And we needed to deal with this first.

14 And I was a little thrown back by that,
15 you know, and to be quite honest with you I had to
16 put my son before that situation. And it seemed
17 like the situation just kind of snowballed, you
18 know. There comes a time that -- so -- you know, so
19 I was advised to -- to wait. And I did have every
20 intention of, at some point, dealing with it, but I

21 was, at that point, really frustrated.

22 MS. CRETORS: Okay. Has -- was there --

23 has there been anything that prompted you to now --

24 or the last few weeks or whatever, reach out and

25 schedule the interview?

1 MR. TALIAFERRO: Well, I just feel like
2 it's my responsibility, you know, to deal with it.
3 And I'm sure everybody would like to, you know, put
4 things behind them, you guys, Oklahoma, myself, too.
5 And, you know, now that things have kind of settled,
6 so to speak, you know, in my life, to some degree,
7 you know, not totally, but I want to try to go ahead
8 and -- and give you guys the interview.

9 MS. CRETORS: Okay. Can you tell us why
10 you resigned from the University of Oklahoma?

11 MR. TALIAFERRO: Well, it was pretty much
12 tied into that same situation, the communication I
13 was getting, you know, and it just made me feel
14 uncomfortable about where things stood.

15 And, again, you know, I was dealing with a
16 family matter and my lawyers told me, well, look,
17 you know, those guys are taking that approach, you
18 know that they won't be understanding. And, you
19 know, you have a family matter pending, then maybe
20 you just need to step out, go a different direction.

21 You know, also, I thought -- I was considering some
22 other situations, as well, anyway.

23 MS. CRETORS: And so the -- the issues, or
24 the situation you're talking about is -- regarding
25 the interview and setting up the interview and the

1 communication with the compliance staff at Oklahoma
2 led you to resign?

3 MR. ZACKS: Excuse me. I'm sorry, but I
4 believe that's a mischaracterization of what he
5 said.

6 MS. CRETORS: And that's what I'm asking
7 him to -- whether or not that was what he was saying
8 when the situation -- that's what I'm trying to
9 understand, what exactly that means.

10 MR. ZACKS: The context -- I -- I -- as I
11 understood it, the answer was he was having personal
12 matters with his 10-year-old son here in Detroit.
13 He felt, rightly or wrongly, that the University
14 and/or your office expected him to drop what he was
15 doing, immediately get back there and address this
16 matter, which he could not do, due to his personal
17 matter.

18 Therefore, after contacting my office, he
19 decided he would resign rather than not attend to
20 what he thought was his first priority. In

21 conjunction with the fact that at that time, he was
22 also going to pursue other professional
23 possibilities.

24 Is that --

25 MR. TALIAFERRO: Yes. Exactly.

1 MS. CRETORS: Okay. And so it went to the
2 extreme of resigning because of that situation?

3 MR. TALIAFERRO: Yes.

4 MS. CRETORS: And what I mean "situation,"
5 it was because you felt as though you were being
6 pressured to come back for an interview when you
7 were dealing with the health matter?

8 MR. TALIAFERRO: No, it was because I felt
9 like my priority was my son and the situation here,
10 you know. And it just seemed to be a somewhat
11 threatening approach, you know, that was taken in
12 my -- in terms of my response to -- to deal with my
13 son and my family matters, so --

14 MS. CRETORS: Okay. And I also just
15 want -- because your -- your attorney indicated the
16 NCAA. Did you ever have any conversations with the
17 NCAA regarding the interview?

18 MR. TALIAFERRO: I didn't, no.

19 MS. CRETORS: Okay. And prior to that,
20 did -- I don't know, your attorney at the time,

21 whether it was Mr. Zacks -- have any conversations

22 with the NCAA about your interview?

23 MR. TALIAFERRO: Prior to that time?

24 MS. CRETORS: Yeah.

25 MR. TALIAFERRO: Well --

1 MS. CRETORS: Yeah, when you're -- when it
2 was referenced at the NCAA and what -- how they
3 were, I guess, approaching you. I just want to get
4 for the record, did you or your attorney ever have
5 any conversation --

6 MR. TALIAFERRO: Well, this was --

7 MR. ZACKS: Let me -- allow me to make a
8 clarification here --

9 MS. CRETORS: Uh-huh.

10 MR. ZACKS: -- to the extent it's not
11 clear. The coach is not alleging that your office
12 or anyone in your office has harassed him or treated
13 him unfairly. What he's expressed in his answer
14 was, was that his understanding from the
15 University -- because admittedly he never spoke with
16 anyone from your office -- was because of the NCAA,
17 "You need to get back here yesterday and go through
18 interviews, what have you." Based on that pressure
19 and the choice between that and dealing with his
20 son, he chose to stay back and deal with this family

21 matter.

22 MS. CRETORS: Okay. I just want to make

23 reference because there was a letter sent to our

24 office --

25 MR. ZACKS: I understand.

1 MS. CRETORS: -- and I just want to get

2 this, since this was --

3 MR. ZACKS: Hopefully, that clarifies it.

4 MS. CRETORS: -- already brought up a

5 little bit, then -- I want to make sure I clarify

6 because I was the one requesting the interview, and

7 since I never spoke to anyone, I just want to make

8 sure that there was no harassment by the NCAA.

9 MR. TALIAFERRO: And to be honest with

10 you, I don't think it was even about the NCAA. If

11 I'm correct, I think Jason was requesting to talk to

12 me prior to our scheduled date with the NCAA. If

13 I'm correct. I don't --

14 MS. CRETORS: Okay. And I believe there

15 was -- did you send Coach Capel a text message

16 around the time when you resigned, or prior to you

17 resigning? Do you remember that text message?

18 MR. TALIAFERRO: I could have. I don't

19 know.

20 MS. CRETORS: And it says -- and I'm just

21 going to read it into the record. Hold on real
22 quick -- that there was a text message that you
23 sent: "Tried to call you. Still in Detroit dealing
24 with my mom. Jason Leonard has been harassing me to
25 talk to him after my lawyer told Jason to give me

1 some time. I'm just going to resign. Life seems
2 over for me, but I only care about how you and the
3 guys can be okay and keep your jobs. You have been
4 nothing but a great friend to me and I can't explain
5 how horrible I feel right now. I can't live with
6 myself, man. If there's anything you need to give
7 to my lawyer from your lawyer or a question for him,
8 let me know. I'm just going to resign, man."

9 Do you remember that text message?

10 MR. TALIAFERRO: Yes.

11 MS. CRETORS: And can you, I guess, give
12 me what you can or what your thoughts are about that
13 text message or your thought process when you sent
14 that?

15 MR. TALIAFERRO: Okay. I just felt bad
16 about a lot of things, to be honest with you. I
17 mean, I felt bad that, you know, all this stuff was
18 going on at the school. I felt bad about the whole
19 year, in general. You know, we started off ranked
20 top 10 in the country and had the preseason player

21 of the year, you know, we had three McDonald
22 All-Americans, coming off the Elite Eight, and we
23 just, you know, had instance after instance after
24 instance that kept piling up, you know.
25 And then this specific instance, you know,

1 dealing with, you know, some of the accusations
2 towards some of the players, you know, it just -- it
3 was overwhelming, to be honest with you.

4 MS. CRETORS: And specifically when we get
5 to the situation -- because we haven't got in
6 depth -- the situation that was reported -- or the
7 allegations that were

8

9 what do you know about that?

10 MR. TALIAFERRO: What do you mean, what do
11 I know about it?

12 MS. CRETORS: Do you know anything about
13 ?

14 MR. TALIAFERRO: Yeah, I know what
15 told me.

16 MS. CRETORS: And what did tell you?

17 MR. TALIAFERRO:

18 .

19 MS. CRETORS: And when did tell you
20 that?

21 MR. TALIAFERRO: , I

22 called her. Well, originally, was calling up

23 (ph). I expressed information directed, like how --

24 and they were saying they were going

25

1
2
3 So at that time I called up
4
5
6
7
8 So at that time we -- Jason requested -- I
9 think it was Jason -- requested
10 , and so that's what we did. And
11
12
13 So at that -- that time, we felt like,
14
15
16 So then ,
17 I called her again because Jason Leonard asked me to
18 have call him because, I guess, you -- he would
19 call to and would not reply.
20 So when I called you know, I told

21 what was going on, , and I asked

22 you know, what -- what was it about, you know. And

23 said, you know,

24

25 I said,

1 know, did you -- You know,

2

3

4

5 And, basically, I just told , "Well,

6 you need to call Jason, you know, right away."

7 said that would get in contact

8 with Jason.

9 MS. CRETORS: Okay. So the first you

10 learned

11

12 MR. TALIAFERRO: Yes.

13 MS. CRETORS: Okay. And were you aware,

14

15

16

17 MR. TALIAFERRO: Yeah, I was aware of it.

18 MS. CRETORS: And what did you know about

19 that?

20 MR. TALIAFERRO: Well, I know there was

21 a --

22

23

24

25

1
2 So I knew -- I don't think it was ever
3 spoken to me , you know,
4
5

6 MS. CRETORS: Okay. And were you the
7 coach at Oklahoma that was -- were you

8
9 MR. TALIAFERRO: Yes.

10 MS. CRETORS: And so -- and job-related
11 duties, in terms of being
e, are you

13 assigned to kind of

14

15

16 MR. TALIAFERRO: Yes.

17 MS. CRETORS:

18

19 MR. TALIAFERRO: Yes.

20 MS. CRETORS: Okay. And were you ever

21 aware of

22

23 MR. TALIAFERRO: No.

24 MS. CRETORS: Okay. Did you ever talk to

25 Coach Capel or anyone else at Oklahoma regarding the

1 ?

2 MR. TALIAFERRO: I communicated with -- I

3 forget her name. She left school. Was it --

4 MR. LEONARD: Linda Wyatt?

5 MR. TALIAFERRO: Linda Wyatt, yeah. And I

6 don't remember, you know, specifically what I told

7 her, but I did tell

8

9 What I said, I don't know.

10 MS. CRETORS: Okay. And did you have

11 any -- I just want to make sure. Did you ever have

12 any conversations with

13

14

15 MR. TALIAFERRO: I think I just pretty

16 much assumed that.

17 MS. CRETORS:

18

19 MR. TALIAFERRO:

20

21 because I told

22 -- Linda

23 Wyatt had asked me, you know, what was going on

24 with --

25

1 dealing with.

2 MS. CRETORS: Okay. And do you know what
3 did for a living?

4 MR. TALIAFERRO: I really don't know
5
6 . I

7 don't know.

8 MS. CRETORS: Okay.
9 you were indicating Jason and you
10 , did you have any conversations with
11 Coach -- Coach Capel or the other assistant coaches
12 about

13
14 " did you tell Coach Capel that,
15 that you had that conversation? Or anyone at
16 Oklahoma.

17 MR. TALIAFERRO: Yeah, I'm sure I did.

18 MS. CRETORS: Okay.

19 MR. TALIAFERRO: I just told them what
20 said, yeah.

21 MS. CRETORS: Okay. So after you had the
22 conversation with

23

24 MR. TALIAFERRO: Uh-huh.

25 MS. CRETORS: -- you believe you informed

1 Coach Capel or someone at Oklahoma that that's what
2 the conversation --

3 MR. TALIAFERRO: Right.

4 MS. CRETORS: Okay.

5 MR. ZACKS: I'm sorry, is "right" that you
6 informed Coach Capel or someone at Oklahoma?

7 MR. TALIAFERRO: I'm pretty sure Coach
8 Capel and -- I don't know who -- you know, who else
9 might've been around. Other coaches on our staff,
10 you know, may have been in the conversation.

11 I mean, we talked about it at that point,
12 you know, what was going on, it came up a lot. I
13 mean, we had a lot of different conversations about,
14 you know, what could be happening. So, I mean, I
15 can't say specifically who was in and who wasn't at
16 that time.

17 MS. CRETORS: Okay. Were you aware --

18

19 right around the Final Four that was
20 in Indianapolis that

21

22 ?

23 ? Or do

24 you --

25 MR. TALIAFERRO: Yes.

1 MS. CRETORS: ?

2 MR. TALIAFERRO: Uh-huh.

3 MS. CRETORS: Okay. And -- and what were
4 your thoughts

5 ?

6 MR. TALIAFERRO: I really didn't know what
7 to think. Apparently, you know, somebody had an
8 issue or an axe to grind, and I really don't know
9 what they might have been getting at in total.

10 MS. CRETORS: And did you have any
11 conversations with Coach Capel ?

12 MR. TALIAFERRO: I don't remember. I
13 don't remember talking to him about that.

14 MS. CRETORS: Okay. It was reported that
15 when Coach Capel , he forwarded it to
16 all the assistant coaches that were on the staff.

17 MR. TALIAFERRO: Uh-huh.

18 MS. CRETORS: And that when he was leaving
19 the Final Four on that Monday, he got a call from
20 you as he was boarding and that you indicated you --

21 that you said: "You might not want to talk to me

22 again, but I think it's best for me to resign.

23 Again, like I told you, . And

24 it sounds like -- , it

25 sounds like it may be about me."

1 Do you remember that conversation or
2 anything like that?

3 MR. TALIAFERRO: No. Huh-uh. I mean, I
4 may have told him that, you know, it may have been
5 about -- that he may have been referencing, you
6 know, me , but whoever this person
7 is -- you know, but I don't remember telling him,
8 you know, anything along those other lines, no.

9 MS. CRETORS: So you don't remember
10 telling Coach Capel ?

11 MR. TALIAFERRO: No.

12 MS. CRETORS: And do you remember ever
13 telling him that, "I don't want to get anybody else
14 in trouble because no one else had anything to do
15 with this. No one else knew. And, again, I think
16 it's probably just best that I resign"?

17 MR. TALIAFERRO: No, I don't remember
18 telling him that.

19 MS. CRETORS: And did you ever tell Coach
20 Capel or any of the other assistant coaches at

21 Oklahoma that your cousin was a runner for an agent?

22 MR. TALIAFERRO: Yeah.

23 MS. CRETORS: Okay. And can you tell us a

24 little bit about that?

25 MR. TALIAFERRO: There's really not much

1 to tell. I mean, he was just -- you know, he worked
2 with an agency and he was -- he's really more into
3 music, you know, he didn't really do a whole lot
4 with the sports side, other than the fact that he's
5 my relative and he has some friends that, you know,
6 are into sports, so --

7 MS. CRETORS: And I'm assuming he is
8 RaRedding?

9 MR. TALIAFERRO: Yes.

10 MS. CRETORS: And what agency does he work
11 for?

12 MR. TALIAFERRO: He doesn't work for any
13 agency now.

14 MS. CRETORS: And what agency did he work
15 for?

16 MR. TALIAFERRO: He's worked for Best
17 Sports.

18 MS. CRETORS: And what did he do for Best
19 Sports?

20 MR. TALIAFERRO: Again, he's -- he has

21 some music artists that he manage and, you know,
22 whatever else communication he had through sports, I
23 really don't -- can't be specific.

24 MS. CRETORS: And at any time, were you
25 aware of him kind of working in the sports field,

1 either part time, while he was employed at Best

2 Sports?

3 MR. TALIAFERRO: I really don't know what

4 all they paid him to do, to be honest with you, but,

5 again, I know he had some contacts and relationships

6 in sports. So, you know, I'm sure that they asked

7 him to reach out and -- in reference to their

8 company to --

9 MS. CRETORS: Okay. And when you say "to

10 people," would that be prospective clients? People

11 that they want.

12 MR. TALIAFERRO: Yeah, people that they

13 want to --

14 MS. CRETORS: -- to sign?

15 MR. TALIAFERRO: Yeah, to be players.

16 MS. CRETORS: And how often did you -- did

17 you communicate with RaRedding while you were at

18 Oklahoma?

19 MR. TALIAFERRO: Oh, I mean, that's my

20 cousin. Sometimes it could be seven days a week and

21 sometimes it could be -- you know, we may go three
22 weeks without talking. There's really no
23 consistent, you know, basis, but --

24 MS. CRETORS: Okay. And did he ever come
25 and visit you at the University of Oklahoma?

1 MR. TALIAFERRO: I think he came down
2 there twice.

3 MS. CRETORS: And did he attend any games
4 or practices while he was there?

5 MR. TALIAFERRO: I believe just one game.

6 MS. CRETORS: And do you remember what
7 year that it was?

8 MR. TALIAFERRO: I don't.

9 MS. CRETORS: Okay. Did he ever talk to
10 you about any players at Oklahoma and possibly being
11 represented by Best?

12 MR. TALIAFERRO: He told me some players
13 that Best would -- he asked me about some players
14 that Best was interested in, yes.

15 MS. CRETORS: And what players
16 specifically? I'm assuming I can guess one.

17 MR. TALIAFERRO: Absolutely.

18 MS. CRETORS: Okay.

19 MR. TALIAFERRO: And , as well.

20 MS. CRETORS: And when he asked you about

21 those players, did you ever contact their families

22 or those players on -- on Best's behalf or your

23 cousin's behalf as an introduction --

24 MR. TALIAFERRO: No.

25 MS. CRETORS: -- or to say --

1 MR. TALIAFERRO: No. My cousin -- when he

2 came to the game, he introduced himself to

3 I don't think that he ever met or his

4 And I don't think that he ever met

5 face-to-face, either.

6 MS. CRETORS: Okay. So it's your

7 understanding that he might've only met

8 ?

9 MR. TALIAFERRO: Correct.

10 MS. CRETORS: And --

11 MR. TALIAFERRO: Through his own

12 introduction, not through me.

13 MS. CRETORS: Okay. And how do you -- if

14 it wasn't through you, how do you know that that

15 introduction took place?

16 MR. TALIAFERRO: Because when I came down

17 to the practice gym, I saw them having a

18 conversation.

19 MS. CRETORS: Okay.

20 MR. TALIAFERRO: And in that conversation,

21 I was made aware that he introduced himself.

22 MS. CRETORS: Okay. And when he

23 introduced himself, did he introduce himself as an

24 employee of Best or --

25 MR. TALIAFERRO: I can't say for sure, but

1 I think he was more -- he introduced himself as he
2 was my cousin.

3 MS. CRETORS: Okay. And do you know
4 ?

5 MR. TALIAFERRO: I do.

6 MS. CRETORS: And how do you know ?

7 MR. TALIAFERRO: I was introduced to him
8 , somebody
9 introduced me to him.

10 MS. CRETORS: And do you know when that
11 was, when you first met him?

12 MR. TALIAFERRO: Sometime in '09. I don't
13 know specifically. I think it was '09.

14 MS. CRETORS: And do you remember who
15 introduced you or where that introduction took
16 place?

17 MR. TALIAFERRO: Over the phone. And
18 Murray introduced me -- well, told me about him.

19 MS. CRETORS: Who?

20 MR. TALIAFERRO: Murray.

21 MR. ZACKS: That's his cousin.

22 MR. STROTHKAMP: Cousin.

23 MS. CRETORS: Uh-huh. Now I know. So

24 RaRedding told you about him and then

25 called you?

1 MR. TALIAFERRO: I don't even remember who
2 called who, but Murray told me that was
3 interested in meeting Antonio Gates, and he found
4 out that -- you know, that I was close with Antonio,
5 so he'd like to meet me, and also told me that he
6 knew

7 MS. CRETORS: Okay. So in the first
8 conversation you had with , it was sometime
9 in '09, and I believe we have the records. Was it
10 May?

11 MR. STROTHKAMP: May.

12 MS. CRETORS: May of '09. He told you
13 that he knew

14 MR. TALIAFERRO: Murray told me that.

15 MS. CRETORS: Oh, Murray told you that.
16 And when did Murray tell you that?

17 MR. TALIAFERRO: Through one of those
18 conversations about wanted to meet me to
19 pursue Antonio.

20 MS. CRETORS: Okay. And did you question

21 Murray as to, number one, how he knew that and then,
22 number two, how

23 MR. TALIAFERRO: Not really. I didn't
24 even know how Murray met I had no idea.

25 MS. CRETORS: And did you ever ask him how

1 they were connected?

2 MR. TALIAFERRO: Ask who that?

3 MS. CRETORS: Murray. Him and

4 MR. TALIAFERRO: Nope. I just assumed,
5 you know, the way most of these guys meet, just out,
6 you know, maybe an all star game or tournaments,
7 whatever. I just -- I never asked him.

8 MS. CRETORS: Okay.

9 MR. TALIAFERRO: I mean, they know -- he
10 knows tons of people, and I
11 think -- in most cases they all know each other, so
12 I don't think he was the reason -- Murray's two
13 lanes (ph).

14 MS. CRETORS: And so you have your first
15 conversation with , I believe, which was
16 around May of '09. And during that conversation,
17 did you talk about ?

18 MR. TALIAFERRO: I think so.

19 MS. CRETORS: And did he indicate how he
20 met ?

21 MR. TALIAFERRO: Not that I recall.

22 MS. CRETORS: And did you ever talk to

23 ?

24 MR. TALIAFERRO: Yeah.

25 MS. CRETORS: And what did say?

1 MR. TALIAFERRO: said he's been out at
2 some AAU tournament and, you know, -- I don't
3 know how much -- how close they were, how much they
4 talked, I don't know, but met him out.

5 MS. CRETORS: And did you talk to
6 about their possible relationship or having a
7 relationship with a ?

8 MR. TALIAFERRO: Did I talk to about
9 their relationship?

10 MS. CRETORS: Yes.

11 MR. TALIAFERRO: I mean, I -- in -- in
12 standard form, I gave the same conversation I
13 give every parent about ,
14 you know, just what to be aware of and what we
15 expect from our staff, whatever, but I don't
16 remember specifically, you know, grilling or
17 giving a play-by-play for him in particular.

18 MS. CRETORS: And did indicate to you
19 how -- specifically how had met him?

20 MR. TALIAFERRO: In the initial

21 conversations, no.

22 MS. CRETORS: And do you know now? Other

23 than the initial conversations.

24 MR. TALIAFERRO: Yeah. eventually at

25 some point told me met him out at some

1 tournaments.

2 MS. CRETORS: And did say who
3 introduced them or how they got introduced?

4 MR. TALIAFERRO: No.

5 MS. CRETORS: And did you ever see
6 at any AAU summer
7 events?

8 MR. TALIAFERRO: Have I? I didn't meet
9 him there, but I know that he's been to some for
10 sure. I was told.

11 MS. CRETORS: And you were told by who?

12 MR. TALIAFERRO: I was told he was there
13 just past summer by some coaches that I know.

14 MS. CRETORS: Okay. And what -- at what
15 exact event?

16 MR. TALIAFERRO: He was in Orlando for
17 sure. Or from what I was told. I can't say for
18 sure. I didn't see him with my own eyes, but I was
19 told that he does frequent some tournaments.

20 MS. CRETORS: Okay. And -- and while you

21 were coaching at Oklahoma, did you ever see him or
22 meet him at an event?

23 MR. TALIAFERRO: I didn't meet him, you
24 know, and if I saw him, I don't -- you know, I don't
25 know.

1 MS. CRETORS: Okay.

2 MR. TALIAFERRO: I didn't know him at the
3 time to know who he was.

4 MS. CRETORS: Okay. After your first
5 conversation with , how often would you
6 communicate with him?

7 MR. TALIAFERRO: It was really random, in
8 my opinion. I can't say for sure how -- you know,
9 how often or infrequent we talked.

10 MS. CRETORS: Like weekly, monthly,
11 yearly?

12 MR. TALIAFERRO: Monthly. You know, how
13 many times per month? You know, I guess it was
14 different in different months, but I think we talked
15 just about every month since I met him.

16 MS. CRETORS: Okay. And what were the --
17 what were the basis of those conversations?

18 MR. TALIAFERRO: Oh, we talked about
19 several things. His main -- you know, obviously,
20 his pursuant (sic) was his business, and it was

21 mostly relevant to wanting to meet Antonio Gates.

22 MS. CRETORS: Okay. And did he ever talk

23 to you about wanting to recruit or sign any Oklahoma

24 players?

25 MR. TALIAFERRO: Yes.

1 MS. CRETORS: Okay. And did he name
2 anyone specific?

3 MR. TALIAFERRO: He said he wanted to meet
4 .

5 MS. CRETORS: Okay. And do you know
6 whether that meeting ever took place, or if he ever
7 reached out to ?

8 MR. TALIAFERRO: Yeah, he's done that.

9 MS. CRETORS: Okay. And can you tell me
10 what you know about that?

11 MR. TALIAFERRO: He contacted
12 and told her he wanted to introduce himself
13 and make a presentation to . And agreed to
14 it, they met and said, you know, wasn't
15 interested. said he seemed like a nice guy, but
16 he wasn't, you know, anything thought be
17 interested in.

18 MS. CRETORS: Okay. And was that based on
19 a conversation you had with , or
20 did tell you that this meeting --

21 MR. TALIAFERRO: told me.

22 MS. CRETORS: told you that? Okay.

23 And did he tell you prior to that meeting that he

24 was going to reach out to -- I'm forgetting

25 name,

1 MR. STROTHKAMP: .

2 MS. CRETORS: Yes, I knew I was
3 (inaudible).

4 MR. TALIAFERRO: I mean, again, just like
5 what -- what I told parents. I told all
6 the same thing that, you know, we
7 can pass -- get information. If they request to
8 meet somebody, we can make that request known to the
9 parent, and we don't want them talking directly to
10 any players.

11 And at that point, it's up to the parent
12 if they're interested in responding, or if they want
13 to talk to them or meet with them. So it was up --
14 it was his and conversation.

15 MS. CRETORS: Okay.

16 MR. TALIAFERRO: The spot they were
17 meeting and where.

18 MS. CRETORS: So had indicated
19 to you he was interested in meeting --

20 MR. TALIAFERRO: Yeah.

21 MS. CRETORS: -- and

22

23 MR. TALIAFERRO: Right.

24 MS. CRETORS: You forwarded that

25 information on to ?

1 MR. TALIAFERRO: Exactly.

2 MS. CRETORS: And then and

3 arranged for a meeting at some point --

4 MR. TALIAFERRO: Correct.

5 MS. CRETORS: -- and he gave the

6 presentation and wasn't interested, from what

7 you're --

8 MR. TALIAFERRO: Correct.

9 MS. CRETORS: -- telling me?

10 MR. TALIAFERRO: From what told me

11 after that meeting, never called him back. He

12 sent some random texts saying stuff like, you know,

13 "Good luck," or "Congrats on a great game," along

14 that line. said a couple of times he texted

15 saying "Good luck," and was kind of like, "Who

16 is this?" Because didn't have his number saved

17 in phone, so --

18 MS. CRETORS: Okay. And from -- from what

19 it sounds like, his relationship with you is, one,

20 he wanted to get to Antonio Gates?

21 MR. TALIAFERRO: Yeah.

22 MS. CRETORS: Who was a friend of yours?

23 MR. TALIAFERRO: Correct.

24 MS. CRETORS: As well as talk to you about

25 players within the Oklahoma program that he hoped to

1 build a relationship with?

2 MR. TALIAFERRO: Yeah. I don't know that
3 he even went too far on the detail about Oklahoma
4 players. I mean, if he's contacting me, and he
5 said, "I like or "I like ," you know,
6 it's common sense what the guy did, so, you know,
7 you'd know what he was wanting to do.

8 MS. CRETORS: Yeah. And common sense -- I
9 just want to make sure for the record, common sense
10 was he was wanting to represent those players as
11 their once they became
12 professional?

13 MR. TALIAFERRO: That was my assumption.

14 MS. CRETORS: Okay.

15 MR. STROTHKAMP: When was this when he --
16 time frame of when he contacted you and you passed
17 along -- or on to
18 his contact information?

19 MR. TALIAFERRO: It was -- had to be the
20 summer of '09. Specific dates, I don't know. But,

21 again, his primary conversation with me in the
22 beginning was about Antonio. You know, he was
23 aggressive about, you know, trying to figure out a
24 way he could meet Antonio.

25 And he did sprinkle in his interest in

21 And, also, you know, the fact that I was closer to
22 Antonio, we had several people who was trying to
23 establish a relationship with me, so I didn't single
24 him out, you know, for any reason. It did not
25 affect on his name, his mentioning , you know,

1 Capel would find -- like, who is this guy? He

2 didn't even remember who he was, so --

3 MS. CRETORS: He didn't remember who he

4 was. Do you -- are you aware of whether or not

5 they've ever spoken or met, or whether his meeting

6 was ever brought up to Coach Capel from you?

7 MR. TALIAFERRO: Not until , his name

8 specifically.

9 MS. CRETORS: Okay. But name

10 ever before that article, was he ever in- -- did you

11 ever introduce or talk to Capel about ?

12 MR. TALIAFERRO: I'm not sure. I might

13 have. I mean, we talked, again, sometime about

14 several different people that

15 were pursuing a lot of players, so his name could

16 have came up.

17 MS. CRETORS: Okay. And was there either

18 institutional or within the program, either Coach

19 Capel kind of a process of how you guys are going to

20 deal with , in light

21 that you had one of the players of the year, three

22 McDonald's All-Americans, how you guys were going to

23 deal with people --

24 MR. TALIAFERRO: Yeah.

25 MS. CRETORS: -- coming up? I mean, can

1 you talk to us a little bit about what that was?

2 MR. TALIAFERRO: And that is where the
3 problem lies, you know. Coach Capel, he asked me
4 what I felt bad about. I mean, it's -- it's such a
5 double-edge sword because if you don't talk to these
6 guys, they'll go behind your back. And I've heard
7 horror stories. I've obviously, you know, seen some
8 different things happen along that -- the lines of
9 who -- people not doing it the right way. They'll
10 be coaching your team if you don't talk to them.
11 The people, they'll be telling
12 kids, "You need to shoot this much," or "You need to
13 be out on the perimeter," and that kind of stuff, so
14 you really have to talk to them to try to have some
15 knowledge on the communication and try to establish
16 your form and standard rules of dealing with them.
17 And then you have to introduce or relay
18 their information to a parent because the parents
19 will get mad and say, "Well, how are you making
20 decisions for my kid on who we're going to like or

21 who we're going to, you know, take as down

22 the road"?

23 MS. CRETORS: Uh-huh.

24 MR. TALIAFERRO: So it kind of puts you,

25 you know, in the middle of the communication. And

1 that's -- you know, again, to answer your question,
2 that's kind of what we did. If
3 wanted to meet a player, we would
4 tell them, "No. If you're interested, I can forward
5 your information to the parent," and from there it
6 was up to the parent if they're interested.

7 MS. CRETORS: Okay. And would you guys
8 share within the coaching staff those requests or
9 those calls that you were having with different
10 guys?

11 MR. TALIAFERRO: No, not really. I mean,
12 Capel already had so much to do, you know, that why
13 bother him with that kind of stuff, was my position.
14 I mean, as an assistant, I felt like this is
15 something that we should just deal with on our own,
16 unless we saw a problem.

17 MS. CRETORS: Okay. Do you have any
18 questions on right now? Any of you guys
19 before I move off of for --

20 MR. STROTHKAMP: No, I can't think of

21 anything.

22 MS. CRETORS: Do you know Kim Grillier?

23 MR. TALIAFERRO: Yes.

24 MS. CRETORS: And how do you know him?

25 MR. TALIAFERRO: I've been knowing him for

1 a long time. He's a sports agent and he's also a
2 coach trainer (ph), too.

3 MS. CRETORS: And how often do you
4 communicate with him?

5 MR. TALIAFERRO: We talk maybe on a
6 monthly basis.

7 MS. CRETORS: And how often -- was that
8 the same while you were at the University of
9 Oklahoma?

10 MR. TALIAFERRO: Probably not as much. It
11 was probably a little less frequent.

12 MS. CRETORS: While you were at Oklahoma?

13 MR. TALIAFERRO: Yeah.

14 MS. CRETORS: Okay.

15 MR. TALIAFERRO: That we would talk.

16 MS. CRETORS: And did he ever contact you
17 while you were at Oklahoma about any players at
18 Oklahoma?

19 MR. TALIAFERRO: Yeah, he contacted me
20 about

21 MS. CRETORS: Okay. And tell me -- can
22 you tell me what you know about that, or what he
23 said, or whether there were any meetings with

24

25 MR. TALIAFERRO: Yeah, he wanted to meet

1 and -- , and we told him
2 the same thing, you know, I would let
3 know, and if interested, you know, let
4 you know.

5 MS. CRETORS: Okay. And do you know
6 whether any meetings took place while [REDACTED] was at
7 Oklahoma --

8 MR. TALIAFERRO: Yes.

9 MS. CRETORS: -- with Kim?

10 MR. TALIAFERRO: Uh-huh.

11 MS. CRETORS: And do you know when that
12 was?

13 MR. TALIAFERRO: Summer of '09, I believe.

14 Again, I don't remember what date.

15 MS. CRETORS: And was that up -- did that
16 meeting take place in Oklahoma?

17 MR. TALIAFERRO: Yes.

18 MS. CRETORS: On the campus or off campus,
19 do you know?

20 MR. TALIAFERRO: On campus.

21 MS. CRETORS: On campus?

22 MR. TALIAFERRO: Uh-huh.

23 MS. CRETORS: Do you know where that --

24 where exactly on campus it took place?

25 MR. TALIAFERRO: In the basketball office.

1 MS. CRETORS: Okay. Was there anyone else
2 there?

3 MR. TALIAFERRO: Bill -- what's his last
4 name? Bill Strickland, mother, and
5 myself and Coach Capel.

6 MS. CRETORS: Okay. And that was the
7 summer of '09?

8 MR. TALIAFERRO: I think so.

9 MS. CRETORS: Okay. And --

10 MR. TALIAFERRO:

11 MS. CRETORS:

12 Okay. And were there other meetings -- did

13 have other meetings with agents

14 during that time period?

15 MR. TALIAFERRO: The position took,

16 from what told me, is wanted to meet a

17 couple of people before the season started. had

18 a couple of people in mind, but didn't want to

19 be distracted during the school year with meetings

20 and people tracking down. So said -- then

21 after the school year, they'll nail their choices
22 down and make a decision at that point on what they
23 wanted to do, so -- and met with a few different
24 agents.

25 MS. CRETORS: Do you remember the other

1 agents met with?

2 MR. TALIAFERRO: I don't know all of them,
3 to be honest with you.

4 MS. CRETORS: Okay. Did they coordinate
5 through you --

6 MR. TALIAFERRO: No, not --

7 MS. CRETORS: -- and then pass it on to

8
9 MR. TALIAFERRO: Some of them, they
10 approached I don't know. Some of them, I
11 didn't know.

12 MS. CRETORS: Okay. But you guys were in
13 on the meetings?

14 MR. TALIAFERRO: Huh-uh.

15 MS. CRETORS: Is that a fire alarm?

16 MR. ZACKS: No, I think it's next door at
17 an antique shop.

18 MS. CRETORS: Uh-oh. Okay. Do you know,
19 did Andy Miller ever meet with ?

20 MR. TALIAFERRO: I don't know. Not to my

21 knowledge.

22 MS. CRETORS: Okay. Do you know Andy

23 Miller?

24 MR. TALIAFERRO: I know who he is. I know

25 his name. I don't -- I never met him before.

1 MS. CRETORS: Okay. Did Bill Duffy or
2 Calvin Andrews ever come and meet with ?

3 MR. TALIAFERRO: Nope.

4 MS. CRETORS: That you can remember?
5 Jeff Schwartz?

6 MR. TALIAFERRO: Nope.

7 MS. CRETORS: Chris Grier?

8 MR. TALIAFERRO: Nope.

9 MS. CRETORS: Thad Foucher?

10 MR. TALIAFERRO: He sent information. A
11 couple of those guys expressed an interest, but they
12 didn't meet with -- to my knowledge, they didn't
13 meet with her in our presence, to my knowledge.

14 MS. CRETORS: Okay. And you can't
15 remember anyone else that came and met with all of
16 you guys other than Kim and Bill Strickland?

17 MR. TALIAFERRO: Hank Thomas.

18 MS. CRETORS: Hank Thomas?

19 MR. TALIAFERRO: Uh-huh.

20 MS. CRETORS: Anyone else you can

21 remember?

22 MR. TALIAFERRO: No. mentioned some

23 guys that had met -- or I wouldn't necessarily

24 say had a meeting with, but I can't remember.

25 MS. CRETORS: Okay. Byron Irvin?

1 MR. TALIAFERRO: had been knowing
2 Byron Irvin for a long time, so I'm sure they
3 talked. Again, I wasn't privy to their meeting or
4 conversation. I don't know if they actually had a
5 sit-down meeting, but I do know had known him
6 for some years. So I wouldn't be surprised if
7 met with him to some degree.

8 MS. CRETORS: Okay. Did you assist
9 , but any other
10 men's basketball student athletes at Oklahoma with

11

12 MR. TALIAFERRO: No.

13

14

15 MS. CRETORS: Uh-huh.

16 MR. TALIAFERRO: To my knowledge, that's
17 based on, you know, what your NBA projection is.

18 And several athletes, you know, had done it, so I
19 asked a few people, you know, how did that work or
20 whatever.

21 But actually made some calls on her

22 own to --

23

24

25 MS. CRETORS: Okay. And when you say you

1 asked a couple of people, do you remember who you
2 spoke to about that?

3 MR. TALIAFERRO: I think I might have
4 asked Coach Capel . I really don't
5 remember who all I talked to about it.

6 MS. CRETORS: Do you remember talking to a
7 Hodge Brahmbhatt?

8 MR. TALIAFERRO: Yeah.

9 MS. CRETORS: Okay. And how do you know
10 Hodge?

11 MR. TALIAFERRO: Hodge introduced himself
12 to me at the Final Four in '08. He just walked up
13 to me. I was out eating, you know, on the
14 Riverwalk, he came up and said -- told me who he was
15 and said he heard a lot about me and, you know, he
16 wanted to meet me. So that's how I met him.

17 MS. CRETORS: And when you said he came
18 and introduced himself, what did he indicate that he
19 did for a living? Or why did he want to meet you?

20 MR. TALIAFERRO: I mean, at some point he

21 brought up Antonio. I don't remember how the
22 pattern in conversation went, if he said anything in
23 the first conversation or whatever, but his main
24 focus was trying to get introduced to Antonio.

25 MS. CRETORS: And was that because of

1 finan- -- he was a

2 MR. TALIAFERRO: Yes. Uh-huh.

3 MS. CRETORS: So he introduced himself to

4 you as a

5 MR. TALIAFERRO: Correct.

6 MS. CRETORS: And then Antonio's name came

7 up?

8 MR. TALIAFERRO: At some point.

9 MS. CRETORS: Okay.

10 MR. TALIAFERRO: And the fact that he's a

11 I can't say that it came up in

12 that first conversation, but --

13 MS. CRETORS: But eventually it came up

14 that he was a

15 MR. TALIAFERRO: Correct.

16 MS. CRETORS: And after he introduced

17 himself in '08 at the Riverwalk in San Antonio, that

18 Final Four, is when I'm assuming you met?

19 MR. TALIAFERRO: Uh-huh.

20 MS. CRETORS: Did you have phone

21 conversations with him?

22 MR. TALIAFERRO: Yeah.

23 MS. CRETORS: Okay. And at any time, did

24 he ever talk to you again about any basketball

25 student athletes at Oklahoma?

1 MR. TALIAFERRO: Again, his -- his main
2 focus was trying to pursue Antonio, but he did, you
3 know, express interest in as well.

4 MS. CRETORS: Okay. And just as a side
5 note, and in terms of Antonio, do you help him
6 select financial advisors, agents --

7 MR. TALIAFERRO: No.

8 MS. CRETORS: -- or why are all these
9 people, I guess, coming to you with --

10 MR. TALIAFERRO: Just -- Antonio and I
11 have a relationship. I mean, I coached him in high
12 school, we are like brothers. But I think when
13 those guys feel like they may have a contact, they
14 can get them deeper into, you know, a meeting or a
15 relationship, you know. That's kind of what they
16 do, is how they do their jobs, you know.

17 And I may have been pinpointed to be a
18 person, you know, that's really close to him. But
19 to be honest with you, Antonio, number one, has --
20 has been -- had an agent, a very good agent and he

21 wouldn't consider leaving him. He picked that agent
22 on his own.

23 MS. CRETORS: Who's his agent?

24 MR. TALIAFERRO: Tom Condon.

25 MS. CRETORS: Okay.

1 MR. TALIAFERRO: His financial person -- I
2 don't even know how he came about his financial
3 person, but he does have a financial person.

4 MS. CRETORS: And do you know who -- who
5 is that?

6 MR. TALIAFERRO: I don't know. I don't
7 know the guy's name.

8 MS. CRETORS: Okay.

9 MR. TALIAFERRO: But I had nothing to do
10 with that decision. And one thing that I made clear
11 to Hodge and several other people is one of the
12 reasons why we are so close, Antonio and I, is
13 because I don't try to guide his money or his team
14 of advisors and agents to that degree. That's what
15 makes these guys uncomfortable. So --

16 MS. CRETORS: So you would tell the -- all
17 these people that are coming to you --

18 MR. TALIAFERRO: Yes, but --

19 MS. CRETORS: -- and mention --

20 MR. TALIAFERRO: But they wouldn't listen

21 to it. They would still try to pursue me, in
22 essence, to -- to see -- you know, with Hodge, his
23 main thing was, you know, "If I could just get in
24 front of him," you know, "I know he'll like what I
25 have to say," you know, blah, blah, blah, so --

1 MS. CRETORS: And -- and do you believe
2 that in addition to the Antonio connection, that
3 they would also want to build a relationship with
4 you because of your position as a bask- --

5 MR. TALIAFERRO: Of course --

6 MS. CRETORS: -- top D-1 basketball coach
7 that are coaching three McDonald's All-Americans
8 and --

9 MR. TALIAFERRO: Of course.

10 MS. CRETORS: Okay.

11 MR. STROTHKAMP: How oft- --

12 MS. CRETORS: Go ahead.

13 MR. STROTHKAMP: How often was your
14 contact with Hodge after meeting him at the Final
15 Four?

16 MR. TALIAFERRO: I mean, it was random.
17 It was random. I mean, we saw each other
18 face-to-face sometimes. We talked. You know, I --
19 I don't know a specific pattern, you know. It was
20 more some months, less some others. Might have been

21 some months where we didn't talk at all.

22 MS. CRETORS: Did Hodge -- did you ever

23 talk to Hodge specifically about

24

25 from either Hodge or Nash Brahmbhatt?

1 MR. TALIAFERRO: Yeah. I mean, we had a

2 conversation about it and, again,

3 to, you know, . And she

4

5 and, you know -- I don't remember

6 specifically what it was, but, yeah, they

7 communicated it to me.

8 MS. CRETORS: And do you know whether they

9 ever ?

10 MR. TALIAFERRO: That, I do not know.

11 MS. CRETORS: Okay. And was it ever

12 discussed with Hodge or with Nash that you

13 facilitating or help, you would get any kickback or

14 any profit off of it

15 ?

16 MR. TALIAFERRO: No.

17 ? Unless I'm wrong, to

18 my knowledge,

19

20 MS. CRETORS:

21

22 MR. TALIAFERRO:

23 MS. CRETORS:

24

25

1 MR. TALIAFERRO: Right.

2 MS. CRETORS: -- that you don't need

3 anyone else to do other

4 MR. TALIAFERRO: Right.

5 MS. CRETORS: And then there's

6

7 MR. TALIAFERRO: Uh-huh.

8 MS. CRETORS: --

9

10

11

12 MR. TALIAFERRO: Right.

13

14 Correct or incorrect?

15 MS. CRETORS: Incorrect.

16 MR. TALIAFERRO: Oh, well, I didn't know

17 anything about that.

18 MS. CRETORS: But -- so you're not aware

19 of whether

20 MR. TALIAFERRO: I have no idea

21

22

.

23

MS. CRETORS: Okay.

24

MR. ZACKS: But -- I'm sorry. Just --

25

just to be clear, you were never offered any

1 remuneration --

2 MR. TALIAFERRO: No.

3 MR. ZACKS: -- whatso- -- let me finish.

4 MR. TALIAFERRO: Okay.

5 MR. ZACKS: -- any remuneration in any
6 manner, in any form whatsoever in connection with

7 ; is that

8 correct?

9 MR. TALIAFERRO: Correct.

10 MR. ZACKS: Okay.

11 MR. STROTHKAMP: Just if you could, could
12 you elaborate a little bit about what you did do
13 then in relation

14 and with Hodge or Nash's brother or cousin
15 Brahmbhatt. Did you ever speak with him?

16 MR. TALIAFERRO: Yes.

17 MR. STROTHKAMP: Okay. So can you
18 elaborate as to what you actually did?

19 MR. TALIAFERRO: Through their own
20 conversation, It

21 wasn't brought up to me first and I took it to one

22 person. and Nash or Hodge,

23 whichever one, discussed it. told me that

24 would ask

25

1
2 So when I was communicated that
3 information, I asked him to make sure that they keep
4 me abreast of what they told her. So they
5 communicated me back. You know, I don't -- I don't
6 remember what it was they sent back, but whatever it
7 was, I just made sure she had a copy of it. And
8 that's all I had to do with it.

9 MR. STROTHKAMP: Okay. So did you ever
10 see, via mail, e-mail, information from either the
11 Brahmhatt's, Nash or Hodge, or through Jade Private
12 Wealth?

13 MR. TALIAFERRO: I could have. I don't
14 know. I don't remember, but I could have. I mean,
15 they -- they gave me some information on it, and so
16 I don't remember exactly who it came from.

17 MR. STROTHKAMP: Is it information that
18 they -- can you remember what that information
19 was --

20 MR. TALIAFERRO: No.

21 MR. STROTHKAMP:

22

23

24 MR. TALIAFERRO: I don't remember, to be

25 honest.

1 I don't remember that, either.
2 Because -- that's -- this is something that was
3 in charge of and had nothing to do with me. All I
4 was doing was making sure, you know, that I
5 communicated whenever requested, you know, of --
6
7 .

8 MR. STROTHKAMP: When you say
9 you're talking about --

10 MR. TALIAFERRO:

11 MR. STROTHKAMP: --

12 Okay.

13 And -- excuse me -- at any point in time,
14 I know you said you didn't -- you don't know if
15
16
17
18

19 MR. TALIAFERRO: Not that I remember.

20 MR. STROTHKAMP: Okay. And I want to make

21 sure I understand your understanding.

22

23 MR. TALIAFERRO: Correct.

24 MR. STROTHKAMP: And you were sort of

25 acting as an intermediary to them in getting the

1

2

?

3

MR. TALIAFERRO: I think they did, but I

4 asked them to send me documents just so I'd know

5 what they were sending her.

6

MR. STROTHKAMP: Okay.

7

MR. TALIAFERRO: That's all I'm saying.

8

MR. STROTHKAMP: All right. Why -- we've

9 been told by the that they never had any

10 contact with and their only contact

11 was through you. Why would they tell us that?

12 MR. TALIAFERRO: I don't know. I have no

13 idea why they would say that. I don't think they

14 ever talked to directly, but they talked to

15

16 MR. STROTHKAMP: Well, they told us that

17 they didn't talk with --

18 MR. ZACKS: Okay. Well, my client --

19 MR. STROTHKAMP: No. I'm -- I'm asking

20 why -- what -- why would they tell us that they

21 didn't have contact with , that it was
22 brought up by you , that you
23 were the one that asked them to do this work,
24
25

1 MR. ZACKS: Okay. And, you know, with all
2 due respect, the question's highly objectionable
3 because you're asking him to get into someone else's
4 mind as to their motives or why they would have lied
5 to you. All he can do is tell you the truth as he
6 knows it, and he has quite clearly told you that
7 that's not the case. Why they would tell you, he
8 can't possibly get in their mind to tell you that.

9 MR. STROTHKAMP: So was
10 the one , it wasn't you
11 that initiated it --

12 MR. TALIAFERRO: Right.

13 MR. STROTHKAMP: -- with the Brahmbhatts?

14 MR. TALIAFERRO: Right. And that was one
15 of her conditions for

17

18

19 MR. STROTHKAMP: And you knew that -- that

20

21 Did you notify any other members of the coaching
22 staff or anyone in compliance or anyone else in the
23 athletics administration that

24

25 MR. TALIAFERRO: No. I mean, I know

1 that -- that I asked Coach Capel about
2 and, you know,
3 but other than that, not really. I mean,
4 I don't remember talking with anybody else. But I
5 think -- doesn't it have to be turned in to
6 compliance when this is all said and done anyway?
7 Again, I could be wrong --

8 MS. CRETORS: Yes.

9 MR. TALIAFERRO: -- but that's what I
10 thought, so --

11 MR. ZACKS: Yes, it does, or --

12 MS. CRETORS: Yes, paperwork would need to
13 be submitted to the compliance staff for NCAA
14 legislation.

15 MR. STROTHKAMP: And you knew it was a
16 condition of but you didn't let
17 anybody other than Coach Capel know that they were
18 trying to obtain it?

19 MR. TALIAFERRO: I mean, I could have. I
20 could have talked to several people about it, but, I

21 mean, I didn't consider it to be, you know, a huge
22 deal. I mean, I've coached several pros in the past
23 and I don't remember it ever being an issue about

24 And

25 I was always under the impression,

1

2

3

4 I mean, I don't understand why that that

5 would be --

6 . So I --

7 again, I didn't think it was a big deal.

8 MR. STROTHKAMP: But you were aware that

9 the Institution -- if

10 Institution needed to know that

11

12 MR. TALIAFERRO: Yeah, I thought it was

13 going to be turned in to the compliance department

14 at some point, if he got one. I don't even know for

15 sure if he got one. I really don't remember. There

16 was so much craziness that was going on this year, I

17 really couldn't tell you, but I was always under the

18 impression that if he got one, or however they

19 established it, that it was going to be turned in to

20 compliance.

21 MS. CRETORS: Do you have more on that?

22 MR. STROTHKAMP: Yeah. This was obtained

23 through a request that we made through the

24 Institution for copies of your e-mails. It's an

25 e-mail dated Thursday, May 21st, 2009, at 10:55 a.m.

1

2

3

4

5 At this point, when you got this, did you

6 notify anyone in compliance or within the athletics

7 administration at Oklahoma?

8 MR. TALIAFERRO: No. I didn't mess with

9 it, I just made sure had a copy of it.

10 MR. STROTHKAMP: Okay. Okay.

11 MR. TALIAFERRO: As far as I remember. I

12 mean, I don't remember talking to anybody else about

13 it, so that's -- whatever they sent me. I don't

14 know if I even really opened it and read it, I just

15 made sure had a copy of it or that she knew

16 about it.

17 What exactly is this again? Can you --

18 MR. STROTHKAMP:

19

20

21

22

23

24

25 So this would have been an indication to

1 you that, in fact,

2 -- but that's my question.

3 When you received this, did you tell Capel, did you

4 tell any of the other basketball coaches, did you

5 tell anyone in compliance or anyone else at Oklahoma

6 that

7

8 MR. TALIAFERRO: Yeah, I'm sure Capel and

9 I talked about

10 But, again, specifically to what this

11 e-mail is, or

12 , I

13 don't know because that's something that dealt

14 with, you know. But it did -- it was talked about,

15

16 MR. ZACKS: And was that in connection

17 with -- earlier I think you testified you might've

18 asked Coach Capel, "Hey, what did do?"

19 MR. TALIAFERRO: Yeah, we definitely had

20 those conversations.

STROTHKAMP: Okay. Those are only

22 conversations that you had with Coach Capel. Did

23 you have it with anyone else?

24 MR. TALIAFERRO: I don't remember. I

25 mean, he would be the only person that I thought

1 was, you know, important to have a conversation
2 with, assuming that it was going to go through
3 compliance when it was all said and done anyway. So
4 if I talked to somebody else, I could have, I don't
5 remember.

6 MR. STROTHKAMP: I guess what I'm a little
7 bit confused by, though, you know that the
8 Institution needs to have it on file that you've
9 expressed that knowledge to -- the Institution needs
10 to have knowledge of it. Why weren't you informing
11 anyone in the administration or in compliance that

12
13 MR. TALIAFERRO: Again, because I thought
14 when it was all said
15 and done, , that had to be
16 turned in to the compliance department. I didn't
17 think it was necessary to let them know

18
19 And I think that -- the compliance would
20 probably assume

21

22

23

24

25 So I didn't -- I didn't think it was

1 necessary to let them know ahead of time

2

3 MS. CRETORS: Do you guys have any
4 questions on that?

5 MR. STROTHKAMP: No.

6 MR. LEONARD: No.

7 MS. CRETORS: Okay. I'm going to get back
8 a little bit to -- to r and getting

9 specifically into August of 2009, when --

10 specifically August 11th is

11 ,

12

13

14 Looking at your phone records -- and I'll

15 give these -- the Institution's issued phone

16 records -- and the calls that you had with

17 if you can tell from -- well, you can

18 scan this and look at it, but there seems to be a

19 lot of activity on August 6th, August 10th and

20 August 11th.

21 Do you remember why there were so many
22 calls and conversations with at that time
23 frame when it appears you were in San Diego in
24 California, as to why you would be calling
25

1 MR. TALIAFERRO: Well, we talked about
2 several things along that time.

3 MS. CRETORS: Specifically?

4 MR. TALIAFERRO: Specifically, he was
5 wanting to try to, again, pursue Antonio Gates, and
6 he was aware of training camp about to break, and he
7 mentioned to me that, you know, once they get into
8 the season, you know, there would be no way for them
9 to meet.

10 And, again, I told him I would relay the
11 information.

12 He asked me -- and I don't know on these
13 specific dates, but around this period of time, you
14 know, he asked me kind of what protocol is, in terms
15 of coming on campus, to -- you know, to see kids or
16 come to the games.

17 And I gave him our standard policy on
18 that, too, to not approach any player directly. If
19 he came to a game and the parent, you know, was okay
20 with him coming and saying, "Hello," and having a

21 conversation, we can't do anything about that, but
22 if they're not receptive of his greetings, you know,
23 that he should stay away from that, too.

24 MS. CRETORS: Okay. And so with all of
25 these calls that we have here, is that the same

1 conversation you had over and over and over again
2 with him?

3 MR. TALIAFERRO: I don't remember.

4 MS. CRETORS: I mean, if -- if -- you've
5 indicated to him, it sounds like, at some point --
6 and I would assume somewhere fairly early on -- and
7 correct me if I'm wrong -- but you're not --
8 Antonio -- you're not going to direct Antonio to do
9 anything.

10 MR. TALIAFERRO: It didn't matter, though,
11 to those guys. Again, he was saying he was coming
12 out to San Diego already, you know, is there any
13 way, you know, he could stop and see me, or see
14 Antonio while he was out there, and that kind of
15 stuff with me. You know, they didn't care that I
16 said that. He still -- you know, I really don't
17 know what else we talked about around that time.

18 MS. CRETORS: Do you remember -- it
19 appears there were some calls in July while you
20 were, I'm assuming, at the Peach Jam, Augusta,

21 Georgia, why you would be talking to him multiple
22 days for -- one conversation's 13 minutes long.

23 MR. TALIAFERRO: Yeah. He mentioned to me
24 about some kids in Florida that he thought I should
25 recruit. And I didn't remember who he was talking

1 about. Kids that I never ended up recruiting. I
2 never ended up going to Florida or pursuing them.

3 But I didn't know if he was talking about
4 some kids that were at that tournament where he gave
5 me a list of kids that he thought were good players.
6 I know we had that conversation at the Peach Jam.
7 And whatever else, I don't -- I don't know.

8 MS. CRETORS: Okay. And then August 10th
9 and August 11th -- and this is where I'm going to
10 need some help, because looking at the phone
11 records -- and I don't have them unless you do,
12 Mark -- you had calls with right
13 around the August 10th and 11th, and then
14 calls, too,

15

16 MR. TALIAFERRO: Right.

17 MS. CRETORS: And so what I'm asking you
18 is whether you had any knowledge and how, if you're
19 talking to both parties on those same days and
20 multiple conversations, that it ever came up.

21 MR. TALIAFERRO: I mean, it could have
22 been deliberate that they were not telling me what
23 they were talking about. They could have
24 deliberately been trying to talk about other things
25 to not let me know, you know, what he were trying

1 to --

2 MS. CRETORS: But would they just not call
3 you?

4 MR. TALIAFERRO: I mean, I don't know.

5 MS. CRETORS: I mean, if it -- to me, if
6 they're trying to hide it from you, I don't
7 understand why there would be so many calls.

8 MR. TALIAFERRO: I don't know.

9 MS. CRETORS: And just to be up front,
10 it -- when looking at the phone records and you see
11 the phone records that you have with and
12 that you have with , it would appear
13 that you might have had knowledge or that you
14 were -- actually maybe help facilitating and
15 assisting with

16

17 MR. TALIAFERRO: Not at all.

18 MS. CRETORS: Accompanied with Coach Capel
19 indicating that you had told him that you knew about
20 .

21 MR. TALIAFERRO: I don't remember telling

22 Coach Capel that.

23 MR. ZACKS: I believe -- excuse me.

24 MS. CRETORS: Uh-huh.

25 MR. ZACKS: Because my recollection when

1 he answered your question about him telling Coach

2 Capel was he said he called

3 . That's the first time he learned of

4 . And it was after that that he told Coach

5 Capel.

6 Is that correct?

7 MR. TALIAFERRO: Yeah.

8 MS. CRETORS: Correct. And then I re-read

9 another quote that Capel had said -- that Capel was

10 quoted as saying that he received a call on that

11 Monday of the Final Four, which you indicated,

12

13 MR. ZACKS: But he's referring to knowing

14 after

15 MR. TALIAFERRO: Right.

16 MR. ZACKS: That's what I believe --

17 MS. CRETORS: Okay.

18 MR. ZACKS: -- that it references.

19 MS. CRETORS: Yeah, and I'm -- I'm

20 saying -- and based on the interview that we did

21 with Coach Capel and his understanding of that
22 conversation that occurred on Monday, was that he
23 , not when the
24 but when the . And so that's
25 what I'm asking you.

1 MR. TALIAFERRO: No.

2 MS. CRETORS: Based on the phone records,
3 and based on what Coach Capel indicated that you
4 told him --

5 MR. TALIAFERRO: I'm surprised --

6 MS. CRETORS: --

7

8 MR. TALIAFERRO: -- that he would say
9 something like that because

10 and I told him exactly what I told you guys.

11 Once I called

12 And I told him what

13 said.

14 MR. ZACKS: Excuse me. When was the
15 deadline

16

17 MR. TALIAFERRO: Before the last week of
18 August, I think.

19 MR. ZACKS: Okay. So would that be one
20 potential reason why you would be talking to

21 constantly at this time, because

22

23 MR. TALIAFERRO: Yeah. I told several

24 times that we needed to hurry up and

25 I mean, of course.

1 MS. CRETORS: Yeah, I think if we could --
2 because we want to get his -- something on his
3 computer that we thought we had and I've been
4 searching for it, if you saw me looking through my
5 files, if we could just take maybe a five-minute
6 break while he runs out and gets that, if that's
7 okay.

8 MR. ZACKS: Absolutely.

9 MS. CRETORS: Okay.

10 MR. TALIAFERRO: Sure.

11 MS. CRETORS: Then I will -- let me get my
12 Blackberry so I can turn off the recording. I'm
13 turning off the recorder. It's approximately 2:11
14 and we're going to take a short break.

15 (Whereupon, a recess was had from 2:11
16 p.m. until 2:29 p.m.)

17 MS. CRETORS: Okay. The recorder is back
18 on. It's approximately 2:29, after a short break.

19 Going back on the record, and specifically
20 we left off looking at the phone records. And you

21 can look at this, and what we've pulled up are
22 specifically August 6th, August 10th. Specifically
23 there's a call that you placed to
24 cell at 1:32 p.m.
25 MR. STROTHKAMP: Sorry. Just so you guys

1 know, we only have one copy of it, so --

2 MS. CRETORS: Yeah, so I'll let you look
3 at this after I'm done reading it. That's what we
4 were trying to find out.

5 And then on at 1:50, you
6 called .

7 Again, at 3:12, you call
8

9 3:22, you called
10 .

11 3:25, you called .

12 6:24 p.m. on August 10th, you call
13 .

14 Again, you call his cell at 8:11 p.m. that
15 night, 8:50 p.m. that night, 10:21 p.m. that night.

16 Again, 6:58 a.m. Tuesday, , you
17 call

18 You then receive an incoming call from him
19 at 8:08 a.m.

20 You then call him back at 8:56 a.m.

1 10:13.

2 So, again, a lot of these calls appear to
3 be you calling them, not the other way around. And
4 so from your recollection and what you've indicated
5 as he's calling you, trying to get with Antonio
6 Gates, but there's a number of calls, if you go down
7 the line, where you're actually calling out to
8 and you're calling out to
9 .

10 Can you tell me why you would be calling
11 them? And then, more importantly, some of the calls
12 from cell are back to
13 back, and you're initiating those conversations.

14 MR. TALIAFERRO: I don't remember what all
15 the conversations were about. Again, I mean, we
16 talked a lot about, you know, what he could do if he
17 came to the games and that kind of stuff.

18 And she asked me to make it clear, you
19 know, in terms of what the protocol was, and even
20 though had known him for a while, you know,

21 what -- you know what could take place. And
22 said didn't have a problem talking to him, if he
23 came to games, and we talked about that kind of
24 stuff.
25 Again, because I was in San Diego for part

1 of the time, you know, and he was hoping I would get
2 him on the phone with Antonio, and he hasn't asked
3 Antonio about it. He said he was going to come out
4 to San Diego. He had made plans to come out there
5 soon.

6 MS. CRETORS: And do you see -- and the
7 importance of this is about the 11th is
8 -- August 11th was when

9
10

11 And so what -- what I'm trying to
12 understand, or what I'm having a little bit of
13 trouble with are -- are these calls that you're
14 calling back and forth on the day
15 -- that you're having calls
16 with on that date, and

17

18 that, you know and then you're making all
19 these calls.

20 MR. TALIAFERRO: Yeah, I mean, but they

21 So, I mean,

22 again, all I can tell you is what we talked about.

23 MS. CRETORS: Okay. And then you're

24 calling him all those times to talk to him in

25 August, and at 6:58 in the morning, to talk about

1 what games and how he can attend --

2 MR. TALIAFERRO: Yeah, I told him, you
3 know, at one point that I had to call him back. I
4 was out there, you know, actually with my family and
5 we were visiting Antonio.

6 So I told him that I would call him back
7 so we can complete a conversation, but we had plans,
8 so I wanted to hurry up, you know, and finish
9 talking to him and -- so I wouldn't have to deal
10 with it.

11 MS. CRETORS: Okay. With that many calls?

12 MR. TALIAFERRO: Yeah. I mean, a lot of
13 these one-minute calls means nobody answered the
14 phone, or a three-minute call means it was a
15 voicemail left. The only two calls that I think
16 were connected were the 11-minute and the
17 seven-minute call. So, actually, it really was
18 only --

19 MS. CRETORS: But I think a voicemail
20 would be a minute. A three-minute --

21 MR. TALIAFERRO: Not necessarily, just

22 depends on how long the voicemail was.

23 MS. CRETORS: Okay. So -- but what you're

24 indicating is at that time, you're talking to him

25 about games and what he can do, and you're talking

1 to about what she can and can't do and
2 interaction with them?

3 MR. ZACKS: Well, excuse me, he also
4 indicated he was talking to him about Antonio Gates,
5 not just the protocol and what's appropriate at
6 games.

7 MS. CRETORS: Okay. And also talking
8 about Antonio Gates?

9 MR. TALIAFERRO: Correct.

10 MS. CRETORS: Okay. Do you have any other
11 questions on the phone records? Okay.

12 I'm also going to read another part of
13 Coach Capel's transcript that I had not read
14 previously to get your reaction or thoughts.

15 I asked him --

16

17 He said, "No."

18 I asked him: "Okay. Are you aware now if
19 any member of your coaching staff knew
20 prior to March 17th?"

21 Coach Capel: "Yes."

22 Me: "Okay. And can you tell me what you

23 know now?"

24 Coach Capel: "What I know now is that --

25 well, not necessarily. I guess that's the better

1 way to answer the question. What I know now is that

2 Oronde said ."

3 "And can you tell me when you learned that

4 and how you learned it?"

5 Coach Capel: "It was sometime after the

6 25th. This is the 25th of March. I don't know the

7 exact date, but it was sometime after the 25th of

8 March that I knew that, and what happened was Oronde

9 came in my office one day after -- it was between

10 the 25th and the 31st. I left the 31st to go to

11 Indianapolis so I know it wasn't that day. So it

12 was sometime between that. And you can exclude the

13 weekend because I know it wasn't on the weekend

14 because it was in my office. But he came in and he

15 said, Coach, look, I can't lie to you.

16 .

17

18

19

20

21

22

23

24

25 I say to Coach Capel: "Okay. So he came

1 in and told you that. And did he tell you that he

2 had any conversations with

3 "No."

4 I say: "Okay."

5 Coach Capel's Counsel: "And did he tell

6 you whether he knew during that

7 conversation?"

8 Coach Capel: "He did not say that he knew

9 him."

10 I asked Coach Capel: "During that

11 conversation, did he not say that he knew him?"

12 Coach Capel: "No."

13 I asked: "He came to you on that date and

14 said I knew at the time. Was that the time that

15 -- he said he didn't say

16 necessarily, but he knew that

17 he knew maybe after the fact

18

19 I asked: "Okay. Shortly after the fact,

20 though?"

21 "Shortly after the fact," Coach Capel

22 replies.

23 His attorney: "Or well before March?"

24 Coach Capel: "Well before March."

25 I asked: "Before March?"

1 He says: "Yes, well before March."

2 I asked: "Before started playing at
3 OU?"

4 Coach Capel: "Yes."

5 So Coach Capel's indicated that you told
6 him that you knew about
7 .

8 MR. TALIAFERRO: I don't remember telling
9 him that. I remember telling him after -- like I
10 said, after .

11 MS. CRETORS: Okay. So from what I just
12 read and from what Coach Capel had indicated, what
13 you're saying is that he's not truthful in what
14 he --

15 MR. TALIAFERRO: No.

16 MR. ZACKS: Excuse me. He didn't say --
17 in his conversation whether Coach Capel's truthful
18 or not, what he's saying is that's not his
19 recollection, that's not how he recalls the events
20 or what he said of the chronology.

21 MS. CRETORS: Okay. But when Coach --

22 MR. ZACKS: That's different -- excuse me,

23 I'm sorry, Angie, but that's different from saying,

24 so you're saying Coach Capel's a liar. So --

25 MS. CRETORS: But Coach Capel is saying

1 that you told him that you knew

2 . And what you're saying

3 is you did not tell Coach Capel that?

4 MR. TALIAFERRO: I don't know why he would

5 tell you that.

6 MS. CRETORS: And when were you first made

7 aware

8

9 MR. TALIAFERRO: I don't think I was made

10 aware. I think that I kind of figured that out,

11 that she was taking a long time

12

13

14 MS. CRETORS: And you were on

15

16 MR. TALIAFERRO: Yeah. And not

17

18

19

20 MS. CRETORS: And did indicate to

21 you -- I just want to make sure I'm clear -- that

22 --

23

24 MR. TALIAFERRO: I don't remember

25 telling me, you know, what -- whether it was about

1 I don't remember .

2 MS. CRETORS: Okay. Do you have anything,
3 Mark?

4 You guys have anything?

5 MR. LEONARD: Are you all done?

6 MS. CRETORS: Yeah. I'm going to skim
7 through my stuff, but let you guys --

8 MALE VOICE: Yeah, just --

9 MR. GLAZIER: One thing, Coach, in
10 general, let's assume that what you said is
11 accurate, that the first time
12 .

13 When you learned that

14

15 -- let me say that it
16 was a violation of NCAA rules?

17 MR. TALIAFERRO: Yeah, I saw that it -- it
18 could be.

19 MR. GLAZIER: Okay.

20 MR. LEONARD: And was your assumption

21 based on the experience that you had working with
22 institutions, including the University of Oklahoma,
23 in the compliance department? Is that where you
24 gained the knowledge that it might be impermissible?

25 MR. TALIAFERRO: I mean, just to my

1 knowledge,
2 there's a standard procedure to it. And
3 if that standard -- standard procedure didn't take
4 place, then it could be a violation, yeah. That was
5 kind of my train of thought.

6 MR. LEONARD: And the knowledge that --
7 you say, "to your knowledge." Does that come from
8 your education in -- in compliance? How do you get
9 that knowledge?

10 MR. TALIAFERRO: Well, just an awareness
11 of the NCAA rule that applies to that.

12 MR. GLAZIER: I want to go -- just some
13 general things about the OU compliance operation
14 from his perspective because that may be an issue
15 here.

16 MS. CRETORS: Sure.

17 MR. GLAZIER: But that can be a --

18 MS. CRETORS: No, go ahead because I
19 sometimes just need to think. I always say I don't
20 have any more questions, and then I'll come up

21 with --

22 MR. ZACKS: Before you do that, while

23 we're on this one topic. So, Oronde, in my notes, I

24 had that

25

1 MR. TALIAFERRO: that Jason
2 needed to talk to right away.

3 MR. ZACKS: Okay. And

4

5 MR. TALIAFERRO: Correct.

6 MR. ZACKS: And I had in my notes, and
7 tell me if I've got it wrong, that also told you
8 during that call

9

10 MR. TALIAFERRO: Yeah.

11 MR. ZACKS: Okay. Did -- was that part of
12 or did that lead you to think that it may not be a
13 violation?

14 MR. TALIAFERRO: Right. I was thinking at
15 that time

16 Because, again, if you go
17 through the proper channels
18 it's -- that's not a violation, right?

19 MR. ZACKS: Would it be fair to say that
20 in your experience, there's constantly agents or

21 financial advisors lurking around or trying to get
22 to families of prominent athletes?

23 MR. TALIAFERRO: Yes, if they have a
24 chance to go pro, of course.

25 MR. ZACKS: Okay. And I believe you've

1 testified that you -- if you were approached by one

2 such people, you would, A, tell the family, correct?

3 MR. TALIAFERRO: Right.

4 MR. ZACKS: And you said you would do that

5 because, A, if you didn't -- your experience is

6 they'd go around your back and sabotage you, the

7 coach and/or the program?

8 MR. TALIAFERRO: Correct.

9 MR. ZACKS: And, B, on the flip side, if

10 you didn't pass on the information, families would

11 get upset with you that you're making decisions for

12 their kids' future without involving them?

13 MR. TALIAFERRO: Yes.

14 MR. ZACKS: Okay. You were also asked

15 some questions about your cousin, Murray. Do you

16 recall that?

17 MR. TALIAFERRO: Asked by who?

18 MR. ZACKS: Angie.

19 MR. TALIAFERRO: Uh-huh.

20 MR. ZACKS: And some of the questions were

21 "How often did you talk to your cousin," et cetera.

22 MR. TALIAFERRO: Correct.

23 MR. ZACKS: You mean your cousin since you

24 were children, correct?

25 MR. TALIAFERRO: Correct.

1 MR. ZACKS: Would it be fair to say that
2 you were -- had an extremely close family
3 relationship with him?

4 MR. TALIAFERRO: Yes.

5 MR. ZACKS: Okay. Would it also be fair
6 to say the vast majority of the times you spoke with
7 your cousin was on family or personal matters that
8 had nothing to do with what he did?

9 MR. TALIAFERRO: Absolutely.

10 MR. ZACKS: Okay. Thanks.

11 Go ahead, Counselor.

12 MR. GLAZIER: Coach, you talked about how
13 you handle situations when you're aware that an
14 agent or a financial advisor's inquiring about a
15 prospect. Did the University of Oklahoma have a
16 policy that was ever communicated to you as a coach
17 on how to -- how the Institution expected coaches to
18 handle agents?

19 MR. TALIAFERRO: Probably. I'm not sure,
20 though. I mean, we received, you know, tons of --

21 of information. You know, I thought Jason was very
22 thorough, you know, about what he wanted to
23 communicate to us. I wouldn't be surprised if he
24 sent something up that addressed that, but I
25 don't -- I don't recall for sure.

1 MR. GLAZIER: Okay. And in terms of -- of
2 Coach Capel, did he give you any direction
3 specifically about how to handle agents if you were
4 aware that they were inquiring or contacting
5 players?

6 MR. TALIAFERRO: Not necessarily. Not
7 anything other than what I mentioned, you know, just
8 in terms of to instruct agents and -- agents and
9 financial planners only to not talk to kids directly
10 and that we would forward the information to a
11 parent, you know, if they're interested.

12 And -- you know, and we did discuss, you
13 know, some agents, myself and Capel, you know, that
14 were interested in our guys. But other than that, I
15 don't remember him just laying out a specific format
16 any different than that.

17 MR. GLAZIER: Okay. Well, what was your
18 understanding of the University of Oklahoma's
19 expectations with regard to NCAA rules compliance?

20 MR. TALIAFERRO: Excuse me?

21 MR. GLAZIER: What was your understanding
22 of the University of Oklahoma's expectations of,
23 let's say, the men's basketball staff with regard to
24 compliance with NCAA rules?

25 MR. TALIAFERRO: I mean, to not break

1 them. I mean, if there's, you know, any players,
2 you know, that have broken rules, you know, to make
3 you guys aware of it, I guess. I don't know.

4 MR. GLAZIER: And how was that expectation
5 communicated to you?

6 MR. TALIAFERRO: Capel -- Coach Capel
7 did -- he made that clear, you know, that we had to
8 stand clear of any, you know, issues at all. We had
9 been on probation.

10 MR. GLAZIER: Okay. And then did any
11 other officials at Oklahoma ever -- do you recall
12 them ever addressing the basketball staff and
13 relaying OU's --

14 MR. TALIAFERRO: Again, Jason, actually,
15 you know, being hired to -- you know, to man the
16 department, you know, coming from an outside
17 background as an attorney to -- to deal with some
18 matters that had happened in the past, I think he
19 took a different approach than -- well, far more
20 informative approach than any other compliance --

21 head of compliance that I worked for before.

22 So he gave us tons of information, he

23 communicated regularly on several different aspects,

24 so I can't tell you specifically exactly what he

25 said directly about compliance or if it came through

1 e-mail or --

2 MR. GLAZIER: Yeah.

3 MR. TALIAFERRO: -- or something that was,
4 you know, handed to us or verbally spoken, but we
5 got a lot of information.

6 MR. GLAZIER: Do you remember any
7 occasions when, say, the president of the University
8 met with athletics coaches to talk about his desire
9 for rules compliance?

10 MR. TALIAFERRO: Yeah.

11 MR. GLAZIER: Was that annually, to your
12 recollection?

13 MR. TALIAFERRO: Yeah, I do believe we had
14 a meeting along those lines every year I was there.

15 MR. GLAZIER: And was it your -- did -- I
16 don't know whether you did or didn't, but did you
17 have any understanding as to what might happen to a
18 coach's employment situation if they were knowingly
19 involved in a rule violation at the University of
20 Oklahoma?

21 MR. TALIAFERRO: It was grounds for
22 termination, I guess.

23 MR. GLAZIER: Okay. Jason, do you have
24 anything else along those lines?

25 MR. LEONARD: No. No, I don't have any.

1 MR. GLAZIER: Okay.

2 MS. CRETORS: Like I said, I always come
3 up with a few, but if you want to go.

4 MR. STROTHKAMP: Yeah.

5 MR. TALIAFERRO: Uh-huh.

6 MR. STROTHKAMP:

7

8

9

10 MR. TALIAFERRO: Correct.

11 MR. STROTHKAMP:

12

13 MR. TALIAFERRO:

14

15 MR. STROTHKAMP: Okay.

16

17 MR. TALIAFERRO: Correct.

18 MR. STROTHKAMP:

19 MR. TALIAFERRO: Yes.

20 MR. STROTHKAMP:

21

22 MR. TALIAFERRO: Yes.

23 MR. STROTHKAMP: Right?

24 MR. TALIAFERRO: Somewhere in there.

25 MR. STROTHKAMP:

1

2

3 MR. TALIAFERRO: Yeah, important -- just
4 like any other

5 MR. STROTHKAMP: Okay.

6 MR. TALIAFERRO: -- it's important.

7 MR. STROTHKAMP: And your responsibility
8 as the coach, for making sure

9 -- you're the conduit --

10 MR. TALIAFERRO: Uh-huh.

11 MR. STROTHKAMP: -- for him, Linda Wyatt,
12 whoever --

13 MR. TALIAFERRO: Correct.

14 MR. STROTHKAMP: -- "Hey, we need X,
15 Y & Z."

16 At what point in time did you become aware
17 that

18
19 MR. TALIAFERRO: This was going on through
20 June and July. I think from the time he started

21 summer school, Linda Wyatt was -- she gave us

22 instruction on,

23

24

25 .

1 MR. STROTHKAMP: Okay. So --

2

3

4 MR. TALIAFERRO: What do you mean,

5

6 MR. STROTHKAMP:

7

8 MR. LEONARD:

9 MR. STROTHKAMP:

10 MR. LEONARD:

11 MR. STROTHKAMP:

12 MR. TALIAFERRO:

13 MR. STROTHKAMP:

14

15

16 MR. TALIAFERRO:

17

18 MR. STROTHKAMP:

19

20

21

22 MR. TALIAFERRO: Correct.

23 MR. STROTHKAMP: Okay. At what point did

24 she tell you, you know,

25

1 MR. ZACKS: Is the question done?

2 Okay. He has never testified that she

3 told him He's repeatedly

4 testified or -- I'm sorry, testified. He's not

5 under oath -- stated that it wasn't rocket science,

6 eventually, to put it together that that must have

7 been

8 But he's never stated to you, or Angie, or

9 anyone else at this table in response to a question

10 that she came out and told him, "

11

12 Is that correct?

13 MR. TALIAFERRO: Correct.

14 MR. STROTHKAMP: So --

15 MR. ZACKS: In fact -- I'm sorry. Did

16 in fact, in response to your inquiries, keep

17 telling you,

18

19 MR. TALIAFERRO: Yeah, that's what

20 kept saying, " you know,

21 along that lines, you
22 know, that kind of stuff.
23 But I don't remember specifically saying, you
24 know, .
25 MR. STROTHKAMP: So what were you then

1 reporting back to Coach Capel when he was asking

2 about, "

3

4 MR. TALIAFERRO: I don't think he and I

5 talked much about it. I was talking more with Linda

6 Wyatt, you know. Maybe he asked me -- you know,

7 because I'm sure he probably got e-mails from, you

8 know, Linda, you know, just to the whole staff

9 about,

10

11 So he may have asked me, you know, "

13 And I might have said,

14

15 But other than that, I don't think, you

16 know, me and Coach Capel talked much about that.

17 MR. STROTHKAMP: And you never told Coach

18 Capel

19

20

21 MR. TALIAFERRO: No.

22

23

24 I mean, that was pretty

25 obvious that, you know, why wouldn't you be able to

1 You know, there has to be
2 something.

3

4

5

6 So if I did say something to him, it was
7 under, in my opinion, assumption, you know,
8 .

9 MR. STROTHKAMP: Okay. And how did you
10 find out ?

11 MR. TALIAFERRO: I really don't remember.

12 MR. STROTHKAMP: When?

13 MR. TALIAFERRO: I don't remember exactly
14 when. I know it was -- it was obviously before we
15 started school, but I think almost late -- late
16 August maybe.

17 MR. STROTHKAMP: Okay. So from June to
18 late August -- June, July, August, three months,

19

20 Your assumption is that there's

21

22

.

23 You never in those three months asked

24

25

1
2 MR. TALIAFERRO: I mean, because, again, I
3 was already clear. You know what I mean? I -- I
4 knew . I mean, that's -- you
5 know, I think that's a
6 kind of ask

8
9 And even my conversation was
10 along the same lines without them stating, you know,
11 "

12 I think everybody was on the same page
13 that

14
15
16 MR. STROTHKAMP: But aren't you concerned
17 about

18
19 MR. TALIAFERRO: Absolutely. Absolutely.

20 MR. STROTHKAMP: And you never asked the

21 question

22 MR. TALIAFERRO: No.

23 MR. STROTHKAMP:

24

25 MR. TALIAFERRO: No.

1 And,
2 I mean, I was the same way about every not
3 just I mean, I would hope
4 that all of them

5 So it's -- it's not like because he was
6 , there's a different level
7 of extreme that took place, you know, and
8 ,
9 you know. I think our whole staff went about
10
11 .

12 MR. STROTHKAMP: At the time, though, you
13 were aware that she worked for

14

15

16 MR. TALIAFERRO: Uh-huh.

17 MR. STROTHKAMP:

18 MR. TALIAFERRO: Yeah.

19 MR. STROTHKAMP: There was never a concern
20 of yours

21

22 MR. TALIAFERRO: I really didn't know what

23 to think.

24 MR. STROTHKAMP: Never a question that you

25 asked

1 MR. ZACKS: Sorry, but that's been asked
2 and answered.

3 MR. STROTHKAMP: I asked
4

5 MR. ZACKS: You asked him that, as well.
6 Go ahead and answer one more time.

7 MR. TALIAFERRO: No, I didn't talk to
8

9 MR. STROTHKAMP:
10

11
12

13 MR. TALIAFERRO: No. All I remember is
14 was happy, you know,

15 And let me know, you know
16

17 MR. STROTHKAMP: Okay. What about your
18 conversations with Coach -- Coach Capel in the

19 summer? Was he asking,
20

21

22

23 MR. TALIAFERRO: That's totally opposite

24 of his personality. Really, to press us about

25 anything, I don't think he ever was just overbearing

1 in any way. But, no, I mean, he -- I'm sure he
2 asked about it or, you know, I reported to him, you
3 know, "

4
5
6 MR. STROTHKAMP: Okay. And in regards to
7 , your first contact with him -- you had
8 indicated that RaRedding mentioned his name to you.

9 Did you get in contact with him? Like
10 who -- normally, who's contacting who in that
11 relationship that you had?

12 MR. TALIAFERRO: I mean, it would have
13 happened several ways. I mean, sometimes those guys
14 just show up on our phone and call us. Sometimes
15 those guys pop up at a game and introduce
16 themselves. You know, sometimes -- you know, when
17 you hear that somebody has been pursuing a guy on
18 your team, you contact them to ask them what's going
19 on. You know, sometimes they'll have another person
20 call, you know, and say, you know, "Will you call,"

21 or "Will you have him call," or "Can I call him," or

22 whatever. So it happens several different ways.

23 MR. STROTHKAMP: Okay. And you have the

24 phone records that we have for your telephone. You

25 never really identified your -- your cell phone

1 number that you had at Oklahoma. I think you knew

2 it was area code (405) --

3 MR. TALIAFERRO: Yeah. I don't even

4 remember.

5 MR. STROTHKAMP: -- so I want to make

6 sure. Does 496-6406 --

7 MR. TALIAFERRO: Yeah.

8 MR. STROTHKAMP: That's -- that's your

9 phone number?

10 MR. TALIAFERRO: It is.

11 MR. STROTHKAMP: Okay. Of those phone

12 records, the telephone calls to , I

13 particularly want to focus on the -- the 31 calls

14 that he had -- that were made to or from prior to

15 August 11th of '09, which is when we know that

16 the --

17

18 . Of those 31, 23 of them

19 are outgoing.

20 It's during the same point in time that

21

22 From our perspective, it looks like --

23 MR. ZACKS: He indicated -- his assumption

24 was

25

1 MR. STROTHKAMP: Yes, and then --

2 MR. ZACKS: To be accurate.

3 MR. STROTHKAMP: And then later on he said

4 it was his assumption that

5 So --

6 MR. ZACKS: His -- his -- his statement

7 was, was that he assumed

8 .

9 Is that what your belief was, or did you

10 just believe

11 MR. TALIAFERRO: No, I did just mention

12

13

14

15

16

17 MR. STROTHKAMP: Okay. After the August

18 11th -- August 11th date here, there's an additional

19 19 phone calls. So -- and of those 19, 15 of those

20 are outgoing, meaning you made -- you placed the

21 calls.

22 So in the four months of the -- I guess,

23 the nine -- 13 or so months, because I'm counting

24 August, both before and the August after, there's a

25 total of 50 phone calls.

1 In the months leading up to the day of the
2 debt being paid, there's 31 phone calls. After
3 that, there's only 19 in twice as many months.

4 MR. TALIAFERRO: Okay.

5 MR. STROTHKAMP: From our perspective, it
6 seems more than just a coincidence. This is a time
7 frame that you know that
8 .

9 MR. TALIAFERRO: Uh-huh.

10 MR. STROTHKAMP: So from our perspective,
11 can you explain why there's so many outgoing phone
12 calls to
13 that is interested in potentially
14 representing Antonio Gates, as you've indicated, but
15 also potentially recruiting -- wants to recruit
16 Oklahoma athletes, why there are that many phone
17 calls to him, particularly in the days leading up --
18 I think there's over 15 in the days leading up to
19 the actual payment.

20 MR. ZACKS: Well, do you gentlemen

21

22 Because we don't know that. I mean, we'll

23 take your word for it, but just so the record's

24 clear, we're just accepting that as true. We don't

25 have --

1 MR. GLAZIER: That's a fair question.

2 We've -- we've seen --

3

4

5

6 MR. LEONARD: I think that what you're

7 asking --

8 MR. STROTHKAMP: No. No. No. No. It

9

10

11 MR. LEONARD: Right, but what you're

12 asking is,

13

14 MR. ZACKS: Well, what --

15 MR. LEONARD: provided that in an

16 interview.

17 MR. ZACKS: Yeah. What I was really just

18 wanting to clearly establish is it's been repeatedly

19 said today

20 . We don't know that. We'll take it as true,

21 as long as everyone is in agreement. But so that

22 we're clear, Oronde's only knowledge

23

24 MR. TALIAFERRO: Right.

25 MR. ZACKS: -- is what's been said here

1 today.

2 MR. STROTHKAMP: And I'll -- I'm trying to
3 pull it up.

4 MR. LEONARD: You're referring to the

5

6 MR. ZACKS: No, I'm (inaudible).

7 MR. STROTHKAMP: What's that?

8 MR. LEONARD: You're referring to the

9

10

11 MR. ZACKS: Yes.

12 MR. LEONARD: Yeah.

13 MR. STROTHKAMP:

14

15 MR. LEONARD: Yeah.

16 MR. STROTHKAMP: And as Jason's indicated,

17

18

19 MR. ZACKS: Okay.

20 MR. GLAZIER: Yeah.

21 MR. STROTHKAMP: And if I can get my
22 computer up --

23 MR. ZACKS: I don't need you to review --
24 if everyone at the table is simply in agreement that
25 those are the facts, we'll accept those facts as

1 true. And just so that the record's clear that, you
2 know, we're accepting them as true.

3 MR. TALIAFERRO: I mean, one, you know,
4 clear reason is when school starts, you get a lot
5 more busy, so I probably wasn't talking to a lot of
6 people when school started. August is kind of a --
7 a dead month, you know, so is May, the rest of the
8 months you're a little bit more busy in the summer.
9 But, you know, when school starts, you know, you
10 have a whole lot more work on your plate.

11 And then, you know, in addition to that, I
12 talk to several agents. I call on several agents.
13 I call, you know, guys that I communicated with for
14 several different things. One main topic was --
15 that was big that summer that I talked to several of
16 those guys about is

17

18 which is something, you know, that I
19 wasn't necessarily fond of.

20 But he -- you know, it was a long debate

21 about

22

23 And it's just interesting to hear what

24 would've happened, or where this guy's going to be

25 taken, and that kind of stuff.

1 I mean, there was a lot of different
2 things talked about, you know, in those
3 conversations. It wasn't, you know, specifically
4 centered around on you know. So, I mean, I
5 don't know how to -- I can better explain it.

6 MR. STROTHKAMP: In your resignation
7 letter, you'd indicated that you would -- were also
8 going to be pursuing some other professional
9 opportunities. What were those?

10 MR. ZACKS: Excuse me, I'm going to
11 instruct him not to disclose those. I mean, you've
12 already told me he's -- this transcript can
13 ultimately become public, and I'm not willing for
14 him to disclose anything that could hurt his future
15 prospects to work with the NBA. Suffice to say that
16 he was going to pursue different scouting
17 opportunities with some NBA teams, and that's all
18 we're going to say about it.

19 MS. CRETORS: So those opportunities,
20 you're saying, were to potentially scout for NBA

21 teams? Is that what we're saying --

22 MR. ZACKS: Yes.

23 MS. CRETORS: -- those professional

24 opportunities were?

25 MR. ZACKS: Yes.

1 MS. CRETORS: Okay.

2 MR. ZACKS: And they're still out there
3 and he's still pursuing them, but as you well know,
4 personnel in the NBA constantly change and move from
5 one team to another, or you have someone at one team
6 who is no longer there, that's correct.

7 MS. CRETORS: Okay. And in getting back
8 to -- were you at the Final Four in Indianapolis?

9 MR. TALIAFERRO: I was.

10 MS. CRETORS: And were you there the
11 entire, whatever, kind of four or five days?

12 MR. TALIAFERRO: I was there for part of
13 the time.

14 MS. CRETORS: And when did you leave, do
15 you remember?

16 MR. TALIAFERRO: I don't know what day,
17 but I had to come here.

18 MS. CRETORS: You had to come to Detroit?

19 MR. TALIAFERRO: Uh-huh.

20 MS. CRETORS: Okay. And was that like an

21 emergency?

22 MR. TALIAFERRO: Yeah, it was.

23 MS. CRETORS: Okay. And you -- you don't

24 remember whether that was on a Saturday or Sunday or

25 the champion -- were you there for the semi-final

1 games?

2 MR. TALIAFERRO: I was there for the first
3 game. I don't remember if I left --

4 MS. CRETORS: For the Butler/Duke game?

5 MR. TALIAFERRO: Yeah. I left before the
6 championship.

7 MS. CRETORS: You left before the
8 championship?

9 MR. TALIAFERRO: Yeah. Uh-huh.

10 MS. CRETORS: Okay. And -- and you said
11 it was -- your son had an emergency?

12 MR. TALIAFERRO: Yeah.

13 MS. CRETORS: Because I know Coach Capel
14 mentioned in his interview it might have been your
15 mom, but it was --

16 MR. TALIAFERRO: Yeah, since I didn't want
17 to discuss that openly about my son.

18 MS. CRETORS: Okay. And was he
19 hospitalized at that time?

20 MR. TALIAFERRO: I don't really want to

21 discuss that in detail.

22 MS. CRETORS: Okay. Is -- is he better?

23 MR. TALIAFERRO: Yeah.

24 MS. CRETORS: Okay. In getting -- going

25 back to, because I remember this. Hodge Brahmbhatt,

1 did he ever facilitate or help you with a trip to

2 Miami?

3 MR. TALIAFERRO: No. Hodge, through
4 random conversation, found out that I was going to
5 Miami. And, you know, he asked me who I was going
6 with and, you know, what do we do and that kind of
7 stuff.

8 So that -- kind of the circle of people
9 that I vacation with, he, you know, mentioned that
10 he had connections in Miami to -- to discount hotel
11 rooms and, you know -- but he didn't pay for a trip
12 for me to go to Miami, no.

13 MS. CRETORS: Okay. Did he assist you in
14 getting discounted rates at certain hotels?

15 MR. TALIAFERRO: No. He suggested a hotel
16 that he could get a discounted rate at, and me,
17 along with the other people that I was with, the
18 hotel he originally mentioned, we didn't want to be
19 at, so we went to another one that actually Antonio
20 had suggested.

21 And I talked to the guy at the hotel about
22 it, negotiating a rate, and it was some confusion
23 about it. I know there was a \$150 daily deposit
24 that you put on a room at this specific hotel, and
25 Hodge, on his own, went behind and said, well, this

1 same connection, you know, could help get discounts
2 at this other hotel, too. And he said it was
3 standard if you bring in a group of people, and if
4 you've got celebrities and athletes, they do this in
5 general, so -- and he said he would work on the same
6 kind of discount.

7 But, again, when I got my bill -- because
8 I paid it on my credit card. When I got my bill, I
9 was confused on what came off, whether it was just a
10 deposit or -- you know, I really wasn't clear on
11 what happened. But, again, the hotel he suggested,
12 we weren't interested.

13 And Hodge was not a bad guy, but he was
14 one of those name droppers, you know, "I know this
15 person, I know" -- that kind of deal. So it was
16 more or less that.

17 MS. CRETORS: And did you have e-mail
18 correspondence with him or him sending you an e-mail
19 confirming your room, as well as the names of other
20 people traveling with you and their names, reserving

21 them a room at a hotel?

22 MR. TALIAFERRO: That could be the case.

23 I'm not sure.

24 MS. CRETORS: Okay.

25 MR. ZACKS: But would that have been the

1 hotel you ultimately didn't stay at, or you don't
2 remember?

3 MR. TALIAFERRO: I really don't remember.

4 MS. CRETORS: And do you remember what
5 hotel you did stay at?

6 MR. TALIAFERRO: I mean, we stayed at a
7 few, you know. I don't know that specific year.

8 MS. CRETORS: And that would have been
9 '09? Did you -- did you originally -- what -- did
10 you originally stay at one hotel?

11 MR. TALIAFERRO: Yeah. Well, we stayed at
12 the Marriott some, we stayed at the Gasport. Where
13 else have we stayed? Courtyard. We stayed at some
14 different places.

15 MS. CRETORS: Okay. And did Hodge ever
16 provide you transportation to Pittsburg area.

17 MR. TALIAFERRO: Pittsburg area?

18 MR. STROTHKAMP: Philadelphia.

19 MS. CRETORS: Philadelphia.

20 MR. TALIAFERRO: Again, he would -- he was

21 trying to get in -- you know, in front of Antonio.

22 And one of the main things he kept saying was, you

23 know, "If you could just see my office in New York,"

24 and, you know, "If you could just tell Antonio," you

25 know, "We've got this group of rappers that we work

1 with" and (inaudible) and -- again, just boasting
2 about his deal. And he kept bringing it up. And I
3 put it off for a long time.

4 So, finally, I was going out to
5 Philadelphia, out that way for something else and,
6 you know, he said, "Well, since you're coming out
7 here, just please, just stop in, take a look for
8 yourself so you can see how legit we are" and that
9 kind of stuff.

10 So I did go in there, and I think he got
11 me a train ticket from his offices to where I was
12 going in Philadelphia, and that was it.

13 MS. CRETORS: Okay. And so you went there
14 just to see his office?

15 MR. TALIAFERRO: Yeah. He just wanted me
16 to see his office and meet the rest of the people
17 that -- you know, that work along with him and that
18 was it.

19 MS. CRETORS: Okay. And why did you feel
20 as though you needed to go?

21 MR. TALIAFERRO: I didn't. It was
22 something that he kept requesting that I did.

23 MS. CRETORS: And did you originally
24 decline his offer?

25 MR. TALIAFERRO: Several times.

1 MS. CRETORS: Okay. And what made you go
2 this time?

3 MR. TALIAFERRO: Because I was going out
4 that way and I just said, "Why not, I'll stop in,
5 take a look at it." I didn't think it was a big
6 deal.

7 MS. CRETORS: Okay.

8 Mark, do you have anything else?

9 MR. STROTHKAMP: Regarding Hodge, then --
10 so when Hodge is calling you, he's telling you he
11 just wants to recruit, trying to get at Antonio?

12 MR. TALIAFERRO: I mean, of course --

13 MR. STROTHKAMP: And you're telling him
14 that seems to be -- "Look, I know Antonio, but, you
15 know, I'm not going to make that" -- because the
16 amount of phone calls that we have between you and
17 Hodge Brahmbhatt --

18 MR. TALIAFERRO: Uh-huh.

19 MR. STROTHKAMP: -- there's pages of them.
20 So at some point it seems that someone's going to

21 stop making those phone calls, but we have

22 literally --

23 MR. TALIAFERRO: Right.

24 MR. STROTHKAMP: -- pages of phone

25 calls --

1 MR. TALIAFERRO: Right.

2 MR. STROTHKAMP: -- between you and Hodge
3 Brahmbhatt, you and Nash Brahmbhatt.

4 MR. TALIAFERRO: Sure. Right. And like I
5 mentioned before, I talked to those guys about tons
6 of things. I mean, it's not every time we talk, "So
7 is Antonio interested yet?" You know, or "Will you
8 ask him again whether he'd be interested?"

9 It wasn't like that. I mean, Hodge is
10 similar to my age, he was a funny guy, he was a fun
11 guy, we had regular just, "Hey, man, what you up to
12 today?" You know, just regular conversation.

13 Those guys, in part, were trying to do
14 their job and recruit, but, also, you know, just
15 friendly conversation about all kind of stuff.

16 MS. CRETORS: Would you characterize the
17 conversations you had with -- with and
18 with Brahmbhatt having more conversations with them
19 than any other financial advisor/agents? Because
20 when we look through the phone records, those

21 numbers come up --

22 MR. TALIAFERRO: Uh-huh.

23 MS. CRETORS: -- significantly more

24 than --

25 MR. TALIAFERRO: Yeah.

1 MS. CRETORS: I mean, there's a Roy Caso

2 (ph), or a Kim Grillier --

3 MR. TALIAFERRO: Sure.

4 MS. CRETORS: -- and Chris Grier. But

5 those numbers come up significantly more. So trying

6 to understand why those --

7 MR. TALIAFERRO: Again, because with

8 knowing several different, you

9 know, rounds of discussions with him, that's one

10 reason why we talked more.

11 And then with Hodge, one of the things

12 about him, again, he did come out to Miami. He came

13 on a Wednesday, you know, stayed out there for a

14 day. Seemed like a cool guy. You know, we talked,

15 you know, just like a friendship, you know what I

16 mean? I wouldn't say he was a friend, but we had

17 regular just casual conversation. Sometimes about

18 players, sometimes about, you know, what his

19 business was going through, sometimes about his

20 football players he represented, you know, just

21 about a lot of things. Whereas most of the other
22 guys that called or contacted me, they were specific
23 in terms of, you know, "We want an introduction" or
24 "We would like to send some information" or -- you
25 know, and it didn't go any further than that.

1 MS. CRETORS: Okay. I have one last
2 question, but it's off of this, so does anybody
3 have --

4 MR. ZACKS: I just -- these guys like
5 Hodge and et cetera, they don't just
6 hound you in one direction, do they? Isn't it true
7 they're also constantly trying to get in your ear
8 and pitching you on other kids to look at for their
9 own purposes or own reasons?

10 MR. TALIAFERRO: more than
11 Hodge, but, yes.

12 MR. ZACKS: Hodge was mainly an NFL guy.
13 Isn't that true?

14 MR. TALIAFERRO: Correct.

15 MR. ZACKS: Okay.

16 MS. CRETORS: But --

17 MR. STROTHKAMP: But you did --

18 MS. CRETORS: But you did indicate Hodge
19 was interested in potentially and some
20 of the basketball players at Oklahoma?

21 MR. TALIAFERRO: Yeah.

22 MS. CRETORS: Okay.

23 MR. STROTHKAMP: Because you forwarded

24 information on to Warren Clark, who -- I forget what

25 organization he's with, but he ended up being

1 -- he's with the firm that

2 at.

3 You forwarded on -- Hodge sent you
4 information, Ryan Scott was actually trying to get
5 you the information that Hodge had it forwarded on
6 to you, then you forwarded that on to Warren --
7 Warren Clark. So you were aware --

8 MR. TALIAFERRO: (Inaudible)

9 MR. STROTHKAMP: So you were aware that
10 Hodge was trying to get --

11 MR. TALIAFERRO: Yeah.

12 MR. STROTHKAMP: -- Oklahoma --

13 MR. TALIAFERRO: Uh-huh. Sure. And,
14 again, like I said, I forwarded information, I
15 passed along whatever they said and that was it.

16 MS. CRETORS: Okay. Well, the last
17 question I have --

18 MR. ZACKS: I'm sorry. Was there any
19 agent or financial guy in the world you ever came in
20 contact with who weren't interested in some fashion

21 in guys like

22

23 MR. TALIAFERRO: No. Pretty standard.

24 MS. CRETORS: Okay. And I just want to go

25 back to -- to not interviewing at the time almost a

1 year ago, and feeling because you had issues you
2 needed to deal with here, and felt as though you
3 were being harassed or bullied into coming back.

4 Did you ever express to Coach Capel what
5 was going on and that you needed some time, and to
6 have him maybe talk to other people before it was
7 resigning? I mean, did you ever talk to him before
8 resigning or saying, "Hey, I'm just going to
9 resign," just say, "Hey, I'm dealing with a family
10 issue that's serious. Can you tell Jason to back
11 off," or explain to him to go to either Oklahoma,
12 the administration, or the NCAA?

13 MR. TALIAFERRO: No, I didn't. I mean,
14 not that I remember. I don't think so. I mean,
15 again, I was -- you know, it was a pretty tough
16 state, you know.

17 Again, when you're talking about, you
18 know, your son and you've got all this other stuff,
19 you know, running behind you, it was just tough. So
20 I didn't talk to Coach Capel about that, that I know

21 of.

22 MS. CRETORS: Okay. I just wanted to

23 see -- you know, again, jumping to resigning, I

24 think I already said, seemed to be kind of an

25 extreme step, so I was wondering whether or not you

1 ever -- not to maybe Jason, but to Coach Capel or to
2 anyone saying, "Hey, tell them to back off of me.
3 This is what's going on."

4 MR. TALIAFERRO: Yeah, but one thing I --
5 I'd ask you to keep in mind, you know, again, when I
6 was at Arkansas, you know, I saw how the media
7 attacked Stan Heath's situation, and we were winning
8 games. We went to the tournament two years in a row
9 and won 20 something games, you know, each year.
10 And, you know, they wanted him out of there and, you
11 know, we ended up getting fired.

12 And, you know, I just saw how that
13 affected his kids and, you know, all that stuff
14 is -- I mean, it's a lot to deal with, to be rushed
15 into, you know what I mean?

16 And I felt like I was dealing with a
17 family situation, so before I got into whatever
18 speculation and ever -- you know, whatever
19 discussions I needed to have, I needed some time. I
20 didn't -- I just thought the approach was -- was

21 unfortunate. That's all.

22 MS. CRETORS: Okay. And when -- and,

23 again, I just want to make sure before you said

24 before you talked and dealt with this situation, you

25 were dealing with the questions

1 and the interview with the
2 Institution --

3 MR. TALIAFERRO: It's the whole --

4 MS. CRETORS: -- and the NCAA?

5 MR. TALIAFERRO: It's the whole year. I
6 mean, Jason can tell you, it was tumultuous, to say
7 the least. And, you know -- and, again, after I
8 talked to, you know, my legal counsel, you know,
9 since then, you know, we've looked back and maybe,
10 you know, we should have just talked right at that
11 time. Maybe it wasn't the best advice, but, you
12 know, when it's hard and when you're dealing with,
13 you know, rough times, it's not always clear on what
14 to do and when to do it.

15 MR. STROTHKAMP: Without getting into
16 specifics, I know your counsel has indicated you
17 don't want to talk about exactly what happened with
18 your son, but how long did that go on for? Like the
19 situation that you had with your son.

20 MR. TALIAFERRO: Well, I mean, it's

21 something that had already occurred and it was over
22 with, but it was something that my mother, you know,
23 was -- was wanting me to stick around for. You
24 know, without going into detail and, you know, it's
25 something that's important to me. I mean, when I

1 was --

2 MR. ZACKS: I'm just going to ask -- it
3 took you several weeks to get your family and child
4 situation. Would that be fair?

5 MR. TALIAFERRO: Yeah.

6 MR. ZACKS: Okay. It wasn't a matter of
7 days or hours.

8 MR. TALIAFERRO: No.

9 MR. ZACKS: It was many weeks?

10 MR. LEONARD: If I could add, just for the
11 record, when we talked, Oronde, about the interview,
12 it was my understanding that you had a family matter
13 that you had to attend to and, I think, my
14 conversation with you is that, you know, unless
15 somebody is in the hospital, you need to try to get
16 back for the interview. But you never told me
17 about -- it was your son or your mother or anything
18 like that, correct?

19 MR. TALIAFERRO: I didn't say anything.

20 MR. LEONARD: Okay. I just wanted to make

21 sure that that's sitting there.

22 MR. TALIAFERRO: And, again, I know you

23 have a tough job and I -- I -- you know, I don't

24 think, you know, you meant anything personal, I

25 think you were trying to do your job, but, you know,

1 I had to make a decision and --

2 MR. STROTHKAMP: And that decision wasn't

3 to tell Jason, "Hey, I'm dealing with this family

4 matter," that decision wasn't to go to your head

5 coach and say, "I need some time here because I'm

6 dealing with a family matter," your decision was

7 to -- because Jason made that comment to you,

8 without you telling Jason, "Hey, I'm dealing with

9 this matter," you decided to resign --

10 MR. ZACKS: Excuse me.

11 MR. STROTHKAMP: -- your position?

12 MR. ZACKS: Okay. That's a gross

13 mischaracterization and completely out of context.

14 What he said was, Jason made clear that the

15 university expected him back immediately. He was

16 unable to do that and faced with the choice of

17 immediately going back, and Jason has stated on his

18 record that he indicated, unless someone's in the

19 hospital or dying, get your rearend back here,

20 Oronde understood very clearly what that was. He

21 had a situation that took many weeks to resolve. It

22 was based on that that he made the decision he made.

23 MR. STROTHKAMP: But Oronde never

24 indicated to Jason when Jason made that comment that

25 he had to deal with a family matter?

1 MR. ZACKS: I think, based upon what Jason
2 has admitted he said, there'd be no reason to say
3 that. If someone says to you, "Unless someone's
4 dying or in the hospital, get your butt back here,"
5 it doesn't strike me as reasonable that you would
6 say, "Oh, but, you know, I have this family problem
7 with my son." I mean, it's non sequitur, but --

8 MR. TALIAFERRO: I didn't mention what the
9 family issues was, I didn't go into specifics about
10 who, but I did tell him it was about my family.

11 MR. ZACKS: I don't think it is difficult
12 to understand his reluctance to want to discuss it
13 if the problem dealt with his ten-year-old minor
14 child, but that's just me.

15 MR. GLAZIER: Two things to hopefully
16 clear up.

17 One, Coach, you said that when you did
18 learn from

19

20

21 MR. TALIAFERRO:

22

23 MR. GLAZIER: Okay. Next thing. We've

24 talked about agents and we've talked about financial

25 advisors, and we may have used words like -- with

1 both of them, that they wanted to "represent" these
2 athletes. I'm not sure if we did or not.

3 But I want to know, in your mind -- with
4 agents, I think we all understand that they want to
5 represent them in their contract negotiations with
6 professional teams and -- and other things.

7 With the financial advisors, and
8 particularly and Brahmabhatt -- and
9 I believe he was is that
10 right?

11 What was it that they -- they wanted to do
12 with the athletes?

13 MR. TALIAFERRO: Be money managers for
14 them when they turned pro. That -- what exactly
15 does that entail? I mean, I guess, setting up
16 budgets, you know, keeping -- you know, bookkeeping
17 for their bank accounts, bill pay, some of the
18 things that they do in general.

19 MR. GLAZIER: Okay. But did either
20 Brahmabhatt or ever tell you that they

21 wanted to actually represent

22 any other Oklahoma players, in terms of

23 their dealings with professional teams?

24 MR. TALIAFERRO: I'm not -- maybe I'm not

25 clear on what you're asking. In terms of represent,

1 what do you mean?

2 MR. ZACKS: I -- I think what -- what the

3 question is -- look, typically we understand an

4 agent is someone who might negotiate a contract

5 with -- on behalf of an athlete with a pro team

6 and/or negotiate a contract with, you know, a --

7 Nike shoes, once you become pro.

8 Whereas -- and a financial guy is someone

9 who doesn't represent you in those things, but maybe

10 invests your money once you got it in condominiums

11 or -- or God knows what else.

12 MR. TALIAFERRO: Right.

13 MR. ZACKS: And the question was, did you

14 understand --

15 MR. GLAZIER: Brahmbhatt.

16 MR. ZACKS: -- and Brahmbhatt to wanting

17 to be agents of the athletes or financial advisors?

18 MR. TALIAFERRO: Financial advisors is --

19 in terms of what they do with their money, in terms

20 of paying bills, bookkeeping, budgeting. They

21 wanted to manage their finances to that degree when
22 they became professional athletes.

23 MR. GLAZIER: Okay. And so when you said
24 that Brahmbhatt wanted you to see his operation in
25 New York City --

1 MR. TALIAFERRO: Uh-huh.

2 MR. GLAZIER: -- and to perhaps be able to
3 show you or tell you who some of the other music
4 artists were, was that, again, in terms of him
5 managing their finances versus representing them?

6 MR. TALIAFERRO: Yeah, that's what --
7 that's what they -- that's what his company does for
8 the rappers and entertainers that he had made
9 mention to.

10 MR. GLAZIER: Okay.

11 MR. TALIAFERRO: And he wanted me to see
12 the facilities and --

13 MR. GLAZIER: Okay. That's it.

14 MR. STROTHKAMP: What facilities is it in
15 New York? Because I have Jade located in Virginia
16 just outside of Washington D.C.

17 MR. TALIAFERRO: He has a partner.

18 MR. STROTHKAMP: Vernon Brown?

19 MR. TALIAFERRO: Yeah, in New York. And
20 he also wanted me to meet Vernon in that situation

21 and just, you know, kind of talk about how good they
22 think they are and what people that they work with
23 and that kind of stuff.

24 I really -- again, I didn't think it was a
25 big deal. I definitely didn't leave there, you

1 know, feeling like I needed to go run and tell
2 anybody, you know, how nice it was or whatever. It
3 was -- you know, it was pretty similar to where
4 we're sitting here right now, except for --

5 MR. ZACKS: Hey. Hey.

6 MR. TALIAFERRO: It is nice stuff. It's
7 just some pictures of some entertainers on the wall.
8 That's it.

9 MS. CRETORS: Did -- did or
10 Brahmhatt ever indicate to you that they worked
11 with specific agents?

12 MR. TALIAFERRO: No. I mean, I know that
13 they knew some different agents, but, no, they
14 didn't say that they were specifically, you know,
15 just dealing with one agent or --

16 MS. CRETORS: Okay. So when they're
17 trying to get with Antonio and all that kind of
18 stuff, they're saying they'll work with any agent
19 or, "Hey, I primarily like to work with this guy.
20 Is he interested in switching agents, too?"

21 MR. TALIAFERRO: No, they didn't ever
22 suggest that they change agent or hire a specific
23 agent.

24 MS. CRETORS: Okay.

25 MR. TALIAFERRO: It was --

1 MS. CRETORS: And you've indicated you

2 deal with a lot of agents and financial advisors.

3 Do financial advisors, in your opinion, recruit the

4 same way that agents do in wanting to represent

5 or -- once those players become professional, are

6 those guys recruiting the guys the same way agents

7 do?

8 MR. TALIAFERRO: I think so. I think, you

9 know, recently it's been more financial guys show up

10 getting out to recruit, but I -- I think it's pretty

11 similar to the same.

12 MS. CRETORS: Okay. And from your

13 understanding, they're making a profit or making

14 money once they sign those professional guys to

15 manage their money?

16 MR. TALIAFERRO: Yeah, at some point. I

17 don't -- you know, I'm sure that's what they're

18 interested in. You know, I think for an agent or a

19 financial person, for an NBA rookie, you know, they

20 don't really make a lot of money. And I think

21 that's why they were trying to come after me about
22 Antonio because he was already established and
23 looking to get a 40 million dollar deal.

24 MS. CRETORS: Okay.

25 MR. LEONARD: Just for clarification for

1 the record and -- and make sure I understood this
2 correctly, but you sign an agreement with an agent,
3 that agent takes a percentage of your contract with
4 a professional team?

5 MR. TALIAFERRO: Correct.

6 MR. LEONARD: Depending on which
7 organization it is, NFL, NBA, et cetera.

8 A financial planner, when you sign an
9 agreement with a financial planner, do you know if
10 that individual makes any money off the agreement
11 that you sign with him, or do you give him your
12 money and then he makes money off of that?

13 MR. TALIAFERRO: No, they charge a fee. I
14 mean, they charge a managing fee, I'm sure. You
15 know, what the -- what the percentage is, I don't
16 really know, but they try --

17 MR. ZACKS: Well, you understood these
18 guys weren't the benevolent sisters of the poor. I
19 mean, they -- they wanted to make money. They
20 weren't charitable guys just looking out to help

21 people?

22 MR. TALIAFERRO: Right.

23 MR. LEONARD: But they made their money

24 off the money that you invest with them; is that

25 correct? To your knowledge.

1 MR. TALIAFERRO: Well -- well, other
2 investments, too, but I also -- they can charge a
3 percentage for actually doing your bookkeeping and
4 letting you know what's coming in and out of your
5 account on a monthly basis, paying your bills.

6 MR. LEONARD: Preparing a budget.

7 MR. TALIAFERRO: You know what I mean? So
8 they can charge a flat fee or a percentage, along
9 those lines, too.

10 MS. CRETORS: Okay. I don't have anything
11 else.

12 Do you guys have anything?

13 MR. LEONARD: No.

14 MS. CRETORS: Anything else you think is
15 relevant or important for us to know that we haven't
16 already asked you about or talked about today?

17 MR. TALIAFERRO: I mean, other than the
18 confusion, you know, with Capel. Again, I mean, I
19 was apologetic to him because the year was so bad
20 and, you know, everything that went on. But I don't

21 know how that conversation went that way.

22 MS. CRETORS: Okay. The last thing that I

23 need to tell you is as the NCAA continues its

24 investigation, you're under -- obligated under NCAA

25 legislation to help us protect the integrity of the

1 investigation.

2 As a part of the school and on behalf of
3 the NCAA, I must request that in your efforts to
4 help protect the investigation, you refrain from
5 talking with others about the matters we discussed
6 in this interview, except you naturally can consult
7 with your legal counsel or any others present in
8 this room. So Jason or Mike, Mark or I.

9 Failure to protect the integrity of the
10 continuing NCAA investigation could result in an
11 allegation that you violated the Principles of
12 Ethical Conduct and NCAA Bylaw 10 and/or the
13 (inaudible) principle and NCAA Bylaw 3214.

14 Do you understand your obligation to
15 protect the integrity of the investigation?

16 MR. TALIAFERRO: Yes.

17 MS. CRETORS: The only exception to this
18 request is that later individuals representing the
19 Institution or an involved individual may want to
20 interview you, as well. We would encourage you to

21 interview with the Institution or involved

22 individuals when those requests are made.

23 If you do get a request from someone to

24 interview with you, you can obviously contact Mark

25 or I, if you have any questions.

1 Do you have any questions about who you
2 can talk to about this case?

3 MR. TALIAFERRO: No. But I do have a
4 question for you, though. If you would help me
5 facilitate this. In terms of what's been released
6 to the media because I'm concerned about my personal
7 information. What -- what is being used that will
8 be released public? Not just from this interview,
9 but just period.

10 MR. ZACKS: Okay. My understanding is I
11 don't think anyone here is going to release anything
12 to the media. All they've indicated is that because
13 they're -- Oklahoma is a public university, if they
14 get a FOIA request, Freedom of Information request,
15 assuming that it doesn't request privileged matters
16 or matters that don't have to be produced, it would
17 be produced.

18 One of the things that may be produced is
19 this transcript down the road, if someone requested
20 it; is that correct?

21 MR. LEONARD: We've had a number of FOIA
22 requests since probably March, and we get them
23 probably every two weeks. At this point, the
24 investigation is ongoing and so it's protected by
25 work product privilege. But at some point in time,

1 it probably won't be protected.

2 But in terms of a FOIA request, we always
3 would send that information to your attorney and
4 then your attorney can object to the release of it
5 and then decide.

6 MR. TALIAFERRO: Well, I'm speaking
7 specifically -- let's say I had an argument with my
8 wife through an e-mail, would that go to the
9 newspaper, too?

10 MR. LEONARD: E-mails on public servers,
11 text messages, phone records, all of that is subject
12 to FOIA. However, you have a right to review that
13 information. My understanding -- we have an open
14 records department at the University of Oklahoma and
15 I think, if I'm not mistaken, Rachel has been in
16 contact with your attorney, if I'm not mistaken.

17 MR. ZACKS: Some time ago, yeah.

18 MR. LEONARD: Yeah.

19 MR. ZACKS: So we'll just have to deal
20 with it as it comes.

21 MR. LEONARD: Usually personal matters are
22 not subject to FOIA requests.

23 MR. TALIAFERRO: That's what I -- really
24 what I'm asking.

25 MR. LEONARD: Yeah. But I'm not in that

1 department, so I can't make the decision for them,
2 but that would be something that is pretty standard.
3 Personal matters are usually not FOIA requests --
4 not discoverable under FOIA requests.

5 MS. CRETORS: Okay. Anything else to add
6 or clarify before we conclude?

7 All right. I will turn off the recorder.

8 It's approximately 3:32.

9 (Interview concluded)

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1 C E R T I F I C A T E

2 STATE OF OKLAHOMA)

3) SS:

4 COUNTY OF OKLAHOMA)

5 I, JANA C. HAZELBAKER, Certified Shorthand

6 Reporter for the State of Oklahoma, do hereby

7 certify that the above and foregoing recorded

8 interview was transcribed by me to the best of my

9 ability.

10 In Witness Whereof, I have hereunto set

11 my hand and seal this 28th day of January, 2011.

12
13 _____
14 Jana C. Hazelbaker, CSR #1506
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TRANSCRIPT OF RECORDED TELEPHONE INTERVIEW BETWEEN

6

MARK STROTHKAMP & COACH ORONDE TALIAFERRO

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HELD ON APRIL 25, 2011

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Transcribed By: Jana C. Hazelbaker, CSR

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A P P E A R A N C E S

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Angie Cretors: Associate Director of
the Agent, Gambling and
Amateurism Activities
Department at the NCAA

Timothy Wade Attorney for Mr. Taliaferro

Jason Leonard: Executive Director of
Athletics Compliance

Mark Strothkamp: Assistant Director of
Enforcement with the
NCAA

Mike Glazier: Outside counsel to OU
for NCAA compliance and
infractions matters

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1 MR. STROTHKAMP: This is Mark Strothkamp,
2 Assistant Director of Enforcement with the NCAA.

3 Today is Monday, April 25th, 2011. It is
4 6:22 eastern time. I'm in a conference room in the
5 national office on a telephone conference with
6 several individuals.

7 For purposes of voice identification, I'd
8 like to go around to each line and have each person
9 identify their titles and their names.

10 I'll start with Angie here.

11 MS. CRETORS: Angie Cretors, Associate
12 Director of the Agent Gambling and Amateurism
13 Activities Department at the NCAA.

14 MR. STROTHKAMP: I'll go to Mike.

15 MR. GLAZIER: Mike Glazier, outside
16 counsel to the University of Oklahoma for NCAA
17 Compliance and Infractions Matters.

18 MR. STROTHKAMP: Jason?

19 MR. LEONARD: Jason Leonard, the Executive
20 Director of Athletics Compliance at the University

21 of Oklahoma.

22 MR. STROTHKAMP: Mr. Wade?

23 MR. WADE: Timothy Wade, attorney for

24 Oronde Taliaferro.

25 MR. STROTHKAMP: Coach Taliaferro?

1 MR. TALIAFERRO: Oronde Taliaferro.

2 MR. STROTHKAMP: And I note for the record
3 that both Mike Glazier, outside counsel for the
4 institution, and Jason Leonard, on behalf -- from
5 the institution, are recording the interview. And
6 pursuant to Bylaw 323.9.1.4, Mike and Jason, you
7 agree not to share the recording with any third
8 party?

9 MR. GLAZIER: This is Mike, and I agree.

10 MR. LEONARD: This is Jason, and I agree.

11 MR. STROTHKAMP: Coach Taliaferro, back in
12 January -- actually, January 13th of 2011, prior to
13 your last interview, you read and reviewed a form,
14 the NCAA Interview Notices Form. Do you remember
15 reading that form?

16 MR. TALIAFERRO: I do.

17 MR. STROTHKAMP: Okay. And you understand
18 that the purpose of this interview is to determine
19 whether you have any knowledge of or involvement in
20 any violation of NCAA legislation?

21 MR. TALIAFERRO: I understand.

22 MR. STROTHKAMP: And you understand that

23 Mr. Wade is representing you, so you can be

24 represented by personal legal counsel.

25 You understand that Bylaw 10.1 obligates

1 you to provide truthful and complete information,
2 not withhold information during the course of this
3 interview?

4 MR. TALIAFERRO: I understand.

5 MR. STROTHKAMP: And do you understand
6 that if it's ever determined that you provided false
7 or misleading information or withheld information in
8 this interview, that could constitute a violation of
9 NCAA Principles of Ethical Conduct and could impact
10 your athletically-related duties as a staff member
11 at an NCAA institution?

12 MR. TALIAFERRO: I understand.

13 MR. STROTHKAMP: Obviously, we're not
14 having you sign and date the form again, but you
15 agree to abide by that form and the advisements that
16 we've just given to you; is that correct?

17 MR. TALIAFERRO: I agree.

18 MR. STROTHKAMP: Okay.

19 MR. TALIAFERRO: I agree.

20 MR. STROTHKAMP: All right. With that, do

21 you have --

22 MR. WADE: Mark, I would like to interject

23 the form because he --

24 MR. STROTHKAMP: Absolutely.

25 MR. WADE: I understand that the nature of

1 our interview today is limited to the issue of
2 whether Mr. Taliaferro has any knowledge about
3
4 the scope of our interview
5 today. I -- I think just a moment ago you said it
6 was wider than that, and I just want to clarify
7 that.

8 MR. STROTHKAMP: It -- it is a
9 re-interview, and as we discussed through e-mails
10 and on the phone, the scope of this interview is
11 limited to discussing what Coach Taliaferro's
12 involvement in arranging the impermissible rule
13 benefit is.

14 MR. WADE: With that being said, we can --
15 we can go ahead.

16 MR. STROTHKAMP: Okay. Coach, I would
17 just ask the simple question of, is there anything
18 that you need to clarify or correct since your date
19 of your last interview?

20 MR. TALIAFERRO: Yes.

21 MR. STROTHKAMP: I'll -- I'll -- I'll turn
22 the floor over to you and you can tell us what it is
23 that you need to clarify or correct.

24 MR. TALIAFERRO: Timothy, is that the
25 format that you feel --

1 MR. WADE: No. I think -- I think what --
2 I think without him having a -- the transcript in
3 front of him, I think it's a little bit -- and I
4 think he would need that to do it -- to -- I think
5 he'd need to have a transcript in front of him to do
6 that. And -- because the interview lasted for hours
7 and he obviously knew you were going to ask him
8 specific questions about this arrangement, a
9 transaction, and I think it's a little bit too
10 general in nature of the work -- what we're supposed
11 to be here about today.

12 MR. STROTHKAMP: Well, I would ask that if
13 there's anything he needs to clarify/correct as it
14 relates to the impermissible benefit,
15 impermissible benefit that was provided from
16 .

17 MR. WADE: Is that a -- is that a
18 question? I mean, ask him directly what you want to
19 know. I mean, it's -- that's -- that's -- that's
20 pretty general, Jason. I mean, pretty general,

21 Mark. Ask him what you want to know.

22 He doesn't have the transcript in front of

23 him. The transcript was roughly 85, maybe 100 pages

24 and, you know, he doesn't have that in front of him.

25 MR. STROTHKAMP: In his interview, he

1 denied any involvement in the arrangement.

2 MR. WADE: Okay. So the question is, you
3 want to know, did he have any -- was he involved in
4 arranging? Is that the question?

5 MR. STROTHKAMP: That is. Yeah.

6 MR. WADE: Okay. Okay. If you'll ask him
7 that, then he can go ahead and answer. Go ahead
8 with your question.

9 MR. STROTHKAMP: We need to know, since he
10 was going to be agreeing to the summary disposition
11 in the proposed findings, he was agreeing to
12 involved in arranging. In his interview, he denied
13 any involvement in the arrangement of the
14 impermissible benefit
15 .

16 We need to be -- we need him to explain to
17 us what his involvement in arranging was.

18 MR. TALIAFERRO: Okay. What my
19 involvement was --

20 MR. WADE: That's a fair question. Go

21 ahead. That's a fair question. Go ahead.

22 MR. TALIAFERRO: Okay. What my

23 involvement was, I called several

24 times about -- about, you know, where things stood

25

1 Several times told me that was
2 working on it, and that at a certain point -- I
3 don't remember what day or time -- told me that
4
5
6 .
7
8 So after that conversation, I talked to
9 again and I asked , you know, kind of where
10 things were, you know, because time was running out.
11 And it -- in a conversation, you know, around those
12 lines, told me that -- that was reaching
13 out -- that had reached out
14 was helping
15 So I called and asked
16 you know, what was going on, and what told me was
17 that was helping establish . was
18 waiting on some specifics from . And, you know,
19 the should be okay before -- you know, within
20 time to -- to get so can, you

21 know, .

22 So he didn't give me any details, you

23 know, you

24 know, or anything along those lines.

25 So, you know, at that point, got the

1 and -- on whatever day in August. But, you
2 know, they told me that everything had went through
3 and
4 . Which is, you know, obviously a
5 different deal what I told you guys when we talked
6 in January.

7 MR. STROTHKAMP: How many times are you
8 saying that you talked to ?

9 MR. TALIAFERRO: I mean, I talked to him
10 several times. I don't -- I mean, I don't remember
11 specifically, but, you know, we talked about that,
12 you know, a few times. And we also, which was true,
13 you know, he was asking me, you know, to introduce
14 him or try to get him in contact with Antonio Gates
15 and -- you know, that was something that he was
16 interested in.

17 MS. CRETORS: Did you have any questions
18 regarding when talked to you about this and
19 you whether or not this
20 would be permissible, or did you have any concerns

21 about possibly being impermissible

22 ?

23 MR. TALIAFERRO: Honestly, I did have

24 concerns. You know,

1 and, you know, those things, you know, I guess

2 it was some thought to a gray area or whatever.

3 But, you know, to be honest, yes, I did have some

4 concerns.

5 MR. STROTHKAMP: But indicated to

6 you that

7 that time when it -- when you first spoke to

8

9 ,

10

11

12 MR. TALIAFERRO: Yes. Yes.

13 MR. STROTHKAMP: And when you say you're

14 not clear on a time frame,

15

16

17 MR. TALIAFERRO:

18 .

19 MR. STROTHKAMP: Okay.

20 MR. TALIAFERRO: This was during the

21 summer

22

23 MR. STROTHKAMP: Okay.

24 MR. TALIAFERRO: It was summer.

25 MR. STROTHKAMP: I was just trying to put

1 a time frame on it. So --

2 MS. CRETORS: Did you encourage

3 at all ? I'm

4 trying to get level (inaudible) --

5 MR. TALIAFERRO: No.

6 MS. CRETORS: -- pardon?

7 MR. TALIAFERRO: No, I did not.

8 MS. CRETORS: And so what you're saying

9 your involvement was is that you talked

10

11 . You contacted

12

13 , and that's the

14 level of involvement you had in the situation?

15 MR. TALIAFERRO: Yeah.

16 MR. STROTHKAMP: I know that you -- in

17 relation to this conversation you had with

18 we chatted a little bit about the -- that

19 of the calls from May to August 11th, there is 31 of

20 them and 23 of those are outgoing.

21 Can you just help us -- explain why there
22 would be so many calls? And most of them -- all --
23 some of them, I will agree with you that they're one
24 minute or less, but several are four minutes or
25 more.

1 Why are there so many calls to
2 that are outgoing during this time period?

3 MR. TALIAFERRO: For the same reason that
4 there are outgoing and incoming calls from other
5 agents, from other financial entities, from AAU
6 coaches, from high school coaches, from other
7 college coaches. Any time there is recruiting
8 involved and you -- whether you just met somebody or
9 you have a new relationship with them or they -- or
10 even if you've known them and they're now trying to
11 get involved with, you know, a player that you have
12 a relationship with, or vice versa, you know, that's
13 something that's commonplace. You know, you -- you
14 talk to them. You know, and some you enjoy talking
15 to more, some -- you know, some you don't, but, you
16 know, that's not -- to me, I don't understand why
17 there's, you know, confusion. It had nothing to do
18 with, you know, you know,
19 anything like that. It just -- you know, just kind
20 of how it goes in the world of recruit.

21 And that's like if I was trying to
22 recruit, you know, a player, you know, I just can't,
23 you know, randomly, you know, every blue moon, call
24 and say, "Hey, you know, come to my school." I
25 mean, you know, sometimes you call them and just

1 say, "How are you doing," or, you know, "I heard
2 your daughter was in the play. How did it go?" I
3 mean, that's just --

4 MR. STROTHKAMP:

5 involved in

6

7 MR. TALIAFERRO: I mean, I'm sure that's
8 something that -- you know, that he would have liked
9 to have done. I mean, to be honest with you, we
10 didn't have a lot of conversations about, you know,
11 his interest in Oklahoma players. This conversation
12 were -- about recruiting was mostly about Antonio
13 Gates.

14 MS. CRETORS: was

15 involved in

?

17 MR. TALIAFERRO: On behalf of Oklahoma?

18 MS. CRETORS: Yeah. Was he involved in --

19 did anyone -- or did you talk to during

20

21

22 MR. TALIAFERRO: No. I don't think I met

23 until if I'm

24 correct.

25 MS. CRETORS: Okay.

1 MR. WADE: Mark and Angie, I think we're
2 getting a little bit outside of what we agreed to,
3 but, I mean -- I mean, I guess you can go ahead, but
4 I think we're kind of getting outside of our
5 agreement.

6 MR. STROTHKAMP: I don't know how this
7 would be outside of the agreement because this --
8 we're talking about , who is the
9

10 impermissible benefit. So, I guess,
11 I'm -- I'm a little bit --

12 MR. WADE: Well, go -- I mean, go ahead.
13 I just --

14 MR. STROTHKAMP: I guess where I'm
15 confused, Coach, is that you're indicating you talk
16 to people during the recruitment of individuals, yet
17 you didn't know about
18 brought it up.

19 In your last interview, you indicated that
20 RaRedding Murray was -- your cousin was the one that

21 introduced you to . So can you --

22 MR. TALIAFERRO: Okay.

23 MR. STROTHKAMP: Can you -- if it was

24 - -- it was RaRedding Murray that introduced you

25 to , not that brought it up

1 to you.

2 Can you just reconcile those two things

3 for me?

4 MR. WADE: What -- what's the question?

5 MR. TALIAFERRO:

6 the fact that had talked to him

7 . didn't bring him up to me

8 originally.

9 MS. CRETORS: So you were already aware

10 who was or have any -- did you

11 have communication with him prior to when

12 told you had reached out

13

14 MR. TALIAFERRO: Yes. That conversation

15 was July, August, you know, somewhere in there,

16 about period. And by

17 that time I had talked to you know,

18 throughout the summer before. I think I met him the

19 8th or something like that.

20 MS. CRETORS: Okay. Do you know whether

21 or not she indicated to you that she would -- she

22 was --

23 Why -- do you have any background on the

24 conversations you had with her or with him as to

25

1

2

3 MR. TALIAFERRO: All that -- all she told

4 me and what he told me was

5

6

7 He didn't supply any details.

8 MR. STROTHKAMP: What details did

9 provide to you besides that had contacted

10 ?

11 MR. TALIAFERRO: She didn't provide any

12 details, other than had sought him out

13

14 MR. STROTHKAMP: Okay. Hold on one

15 second.

16 Sorry, Coach.

17 MR. TALIAFERRO: Uh-huh.

18 MR. STROTHKAMP: Through your attorney, it

19 was our understanding that you were -- with the

20 proposed finding that we were sent, that you were

21 going to -- through the summary disposition

22 process -- agree to being involved in arranging the

23 impermissible benefit that was provided

24 , yet, based on what I think

25 you've just described to us, you're admitting to

1 knowledge of the impermissible benefit at the time,
2 but not being involved in arranging part, whether it
3 be directly or indirectly.

4 So if you can reconcile those, why you
5 would have been agreeing to the proposed findings in
6 going summary disposition.

7 MR. WADE: Well, I may speak to that. He
8 can ask about -- partly on -- I guess, on my advice
9 from -- but, you know, you can go ahead, Oronde.

10 MR. TALIAFERRO: Yeah. Well, you know,
11 obviously partly on his advice, but, you know, in
12 addition because, you know, for one, I'm ready to
13 put this, you know, to the next stage and at some
14 point in life, you know, it be -- you know, be done
15 and the consequences and, you know, repercussion to
16 be established.

17 And, you know, in addition to that, you
18 know, I didn't tell or report it and I didn't, you
19 know, call, you know, and alert anybody that -- of
20 what I was, you know, made aware of, so, you know, I

21 don't know that the consequences would be any
22 different, but I'm just -- it's been lingering on
23 for forever, you know, and I'm just ready to move
24 on.

25 MS. CRETORS: Okay. And that -- and that

1 gets me to the question that I think you might have
2 just answered, but with what you reported regarding
3 knowledge, more so today than involvement, was there
4 a reason why you didn't indicate that in your
5 January interview? What you just said today.

6 MR. TALIAFERRO: Well, the honest reason
7 to that is I was hoping if -- you know, if I
8 avoided, you know, making it known that I had
9 knowledge of it, it was, you know, less of a blow on
10 the school. I already resigned. I'm already going
11 through hell in so many different ways which, you
12 know, I'm definitely not blaming anybody else for
13 it, but, you know, I was honestly hoping that it
14 would be less of an issue for the school. So I
15 wasn't honest.

16 MS. CRETORS: Okay.

17 MR. TALIAFERRO: Which was an additional
18 bad decision.

19 MR. STROTHKAMP: Mike or Jason, do you
20 have anything that --

21 MR. GLAZIER: Mark, I have just one or
22 maybe there's a follow-up, but I -- I don't know.
23 Just -- Coach, so that I understand here
24 correctly, how would -- would you describe the
25 purpose of your phone call once

1 told you reached out to for

2

3 MR. TALIAFERRO: I mean, it was several
4 different, you know, emotions and feelings. You
5 know, part of it was -- you know, was uncomfortable
6 and, you know, maybe this shouldn't be happening.

7 And, you know, the other part was, you
8 know, maybe it's a gray area because they knew each
9 other. So, you know, maybe, you know, it's not a
10 problem. So, you know, I just called and just kind
11 of asked him like, you know, "What's going on?"

12 And he simply told me
13 and that was running out
14 of time, so was going to try to

15

16 MR. GLAZIER: Okay. So it was really to
17 gather information?

18 MR. TALIAFERRO: Yes. Absolutely.

19 MR. GLAZIER: And, again, at no point in
20 time did you encourage

21 MR. TALIAFERRO: Not at all.

22 MR. GLAZIER: Okay. Thanks.

23 MR. STROTHKAMP: Jason, do you have

24 anything?

25 MR. LEONARD: I don't have anything.

1 MR. STROTHKAMP: Mr. Wade?

2 MR. WADE: Yeah, I got -- yeah, while
3 we're on the record -- well, we can -- I guess we
4 can revisit. I mean, just for the record, you know,
5 we strongly disputed the -- the arranging language
6 to begin with. There was some exchanges made
7 between the parties, dropping this and adding that
8 and, you know, I certainly, you know, just state
9 that, you know, Mr. Taliaferro did have knowledge of
10 it and -- and that's the extent of it. I mean, you
11 know, but -- you know, we can revisit that at
12 another time.

13 MR. STROTHKAMP: Okay.

14 MS. CRETORS: Coach, is there anything
15 else that you want to expand on or clarify or
16 anything before we conclude?

17 MR. TALIAFERRO: I mean, I don't -- you
18 know, other than to -- you know, to give my
19 apologies and -- I don't know how much that's worth,
20 but just from a common sense standpoint, you know,

21 there was really no -- no point in me trying to
22 arrange anything like that because if I was making
23 \$185,000, you know, if I wanted to do something
24 along those lines, it would have been a lot easier
25 just, you know, to give whatever she needed

1 myself if I was that kind of guy.

2 So -- but other than that, you know, it's
3 just been a horrible situation and a really bad
4 decision and, you know, it's hard for me to live
5 with myself and how it affect the other people.
6 It's just the truth. Not to mention what it's done
7 to my family, but, you know, that's my own fault.
8 But other than that, I don't really have anything
9 else I can say.

10 MR. STROTHKAMP: Okay.

11 MS. CRETORS: Okay. Well, we appreciate
12 you taking the time tonight.

13 MR. STROTHKAMP: And, thanks, everybody,
14 for getting together. I'm going to go off the
15 record, if everyone could just stay on -- on -- on
16 the phone.

17 Does anybody have anything to add or
18 clarify before we finish?

19 MR. WADE: No. Do you want Oronde to stay
20 on?

21 MR. STROTHKAMP: Probably not.

22 MR. WADE: Okay.

23 Oronde, you can hang up and I'll call you

24 back.

25 MR. STROTHKAMP: And I just want to remind

1 everyone, though, before Oronde goes off, the last
2 thing I need to tell you is that the NCAA
3 legislation requires you maintain the integrity of
4 this investigation. Therefore, as the investigation
5 continues, you are not permitted to speak with
6 others about what we discussed today or any
7 information related to this investigation, except
8 for your personal legal counsel, Oronde, and any
9 others in this room or on this phone call.

10 Failure to protect the integrity of this
11 investigation could result in the allegation that
12 you violated the Principles of Ethical Conduct
13 and/or the cooperative principle.

14 Do you understand that?

15 MR. TALIAFERRO: Yes.

16 MR. STROTHKAMP: Okay. After the NCAA
17 investigation concludes, if someone else involved --
18 well, if the Institution or other involved
19 individuals wish to speak to you -- speak with you,
20 we would encourage you to speak with them at that

21 time.

22 And with that, I will note for the record

23 it is 6:48 eastern time. Thank you.

24 (Interview concluded)

25 * * * * *

1 C E R T I F I C A T E

2 STATE OF OKLAHOMA)

3) SS:

4 COUNTY OF OKLAHOMA)

5 I, JANA C. HAZELBAKER, Certified Shorthand

6 Reporter for the State of Oklahoma, do hereby

7 certify that the above and foregoing recorded

8 interview was transcribed by me to the best of my

9 ability.

10 In Witness Whereof, I have hereunto set

11 my hand and seal this 6th day of May, 2011.

12
13 _____
14 Jana C. Hazelbaker, CSR #1506
15
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Rumors About OU Hoops Abound At Final Four

4/3/2010 10:58:00 PM

INDIANAPOLIS – Oklahoma's basketball team might not be anywhere near the Final Four this weekend, but that doesn't mean the Sooners are totally forgotten.

One topic being discussed amongst media members is the \$3,000 wire transfer OU freshman Tiny Gallon allegedly had wired last summer to a bank account he shares with his mother.

TMZ, a tabloid-type television show, first reported the alleged payment to Gallon's account from Jeffrey Hausinger, a Florida-based financial advisor.

How did TMZ get the story? Speculation when the story broke was that officials of the TV show paid money to get the details, now seems plausible.

Sources covering the Final Four confirmed to the Tulsa World that at least one major media organization was approached via an anonymous e-mail with an offer to sell a story with details about an unnamed college player that precisely matched what TMZ reported about Gallon. When that outlet declined, the individual apparently continued to shop the story until finding someone who practices checkbook journalism – TMZ.

Someone with the same e-mail address sent a note to a Tulsa World reporter promising damaging details and offering "much more information" about Hausinger and college athletes than hasn't been reported. The e-mailer, who didn't ask for money but requested confidentiality, didn't respond to a reply to his note by the World's reporter.

If the e-mailer decides to follow through with his plan to produce the certified documents he claims he possesses and says will implicate Hausinger, a "runner" (for an agent) and a college assistant coach, some team could have a serious problem on its hands.

Is that school OU? Not necessarily. But that's exactly what some Sooner officials are working hard to find out in the investigation athletic director Joe Castiglione launched after the TMZ report first aired last month.

OU coach Jeff Capel has not commented on TMZ's story. Capel, who is attending the Final Four, did not return e-mails sent to him Friday by a World reporter. Capel does not release his cell phone number to media members, answering only via e-mails when he isn't in his office to take telephone calls.

A source close to the OU situation said Friday that it's looking more unlikely that Gallon will return for his sophomore season. He apparently will definitely be gone if OU discovers he knew he was breaking NCAA rules by accepting the wire transfer. The NCAA has allowed athletes to repay the money in some similar situations, but it's doubtful Castiglione would allow Gallon to return to a program that is already on NCAA probation for violations committed when Kelvin Sampson was the Sooners' coach.

In a related matter, the source said OU guard Willie Warren still could return for his junior season with the Sooners instead of entering his name in this summer's NBA draft.

Warren's NBA stock plummeted when he had a poor sophomore season that was plagued by injuries and dissension.

With starting point guard Tommy Mason-Griffin already gone and Gallon possibly on the way out, Capel and Warren are obviously facing a situation where they need each other.


Warren could use another season of college ball to repair his image with NBA scouts, while Capel and his

depleted team could definitely use Warren's considerable talents if the Fort Worth, Texas product returns to the All-American form he displayed as a freshman.

When and how will all this end? Not even OU officials can answer that question at this point.

For more on the NCAA Tournament, visit ncaa.com.

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Strothkamp, Mark

From: Cretors, Angie
Sent: Tuesday, April 13, 2010 10:28 AM
To: Newman, Rachel; Strothkamp, Mark; Roe, Julie
Subject: FW:

FYI

-----Original Message-----

From: Elliott, Matthew [mailto:Matthew.Elliott@ropesgray.com]
Sent: Friday, April 09, 2010 4:01 PM
To: leonardjd@ou.edu
Cc: Cretors, Angie; Conniff, Christopher P.
Subject:

Jason,

As requested, please see below the text message exchange between Oronde and Coach Capel. This is the only exchange with Oronde on Coach Capel's phone. Thank you.

Participants:

Jeff Capel, Oronde Taliaferro

Messages:

Oronde Taliaferro: Tried to call you. Still in Detroit dealing with my mom.. Jason Leonard has been harrassing me to talk to him, after my Lawyer told Jason to give me some time. I am just gonna resign. Life seems over for me, but I only care about how you and the guys can be ok and keep your jobs. You have been nothing but a great Friend to me and I can't explain how horrible I feel right now. Can't live with myself man. If there is anything you need to get to my lawyer from your lawyer or question for him, let me know. I'm just gonna resign man.
Jeff Capel: I will holla at u after I meet with the ncaa tomorrow man. Can't really get into much right now. I want to go in there with the least amount of information I can bc I don't want to be involved in this, and want to protect this program.
Oronde Taliaferro: Ok

Sent via BlackBerry by AT&T

Matthew M. Elliott
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This message (including attachments) is privileged and confidential. If you are not the intended recipient, please delete it without further distribution and reply to the sender that you have received the message in error.

Strothkamp, Mark

From: Elliott, Matthew [Matthew.Elliott@ropesgray.com]
Sent: Tuesday, April 13, 2010 3:00 PM
To: Strothkamp, Mark; leonardjd@ou.edu
Cc: Conniff, Christopher P.; Roe, Julie; Keyler, Karen L.; Cretors, Angie; Newman, Rachel
Subject: RE: Text Messages

Mark and Jason,

The time stamps for the 3 messages are as follows:

- 1) April 6, 2010 @ 5:54 pm (central)
- 2) April 6, 2010 @ 6:15 pm (central)
- 3) April 6, 2010 @ 6:16 pm (central)

Please do not hesitate to let us know if you have any additional questions.

Many Thanks,

Matt

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matthew.elliott@ropesgray.com
www.ropesgray.com

-----Original Message-----

From: Strothkamp, Mark [mailto:mstrothkamp@ncaa.org]
Sent: Tuesday, April 13, 2010 11:21 AM
To: leonardjd@ou.edu; Elliott, Matthew
Cc: Conniff, Christopher P.; Roe, Julie; Keyler, Karen L.; Cretors, Angie; Newman, Rachel
Subject: Text Messages

Dear Jason and Matt,

Angie forwarded the text message exchange between Coach Oronde and Coach Capel that she received from Jason. The exchange does not indicate the date and time Coach Capel received the received the text message from Coach Oronde or the date and time Coach Capel responded. I would ask that Matt get those dates and times from Coach Capel and provide them to Jason and the enforcement staff. Thanks.

Sincerely,
Mark A. Strothkamp
Assistant Director of Enforcement
National Collegiate Athletic Association
Phone: 317/917-6705
Fax: 317/917-6057

-----Original Message-----

From: Cretors, Angie
Sent: Tuesday, April 13, 2010 10:28 AM
To: Newman, Rachel; Strothkamp, Mark; Roe, Julie
Subject: FW:

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Cc: Cretors, Angie; Conniff, Christopher P.
Subject:

Jason,

As requested, please see below the text message exchange between Oronde and Coach Capel. This is the only exchange with Oronde on Coach Capel's phone. Thank you.

Participants:

Jeff Capel, Oronde Taliaferro

Messages:

Oronde Taliaferro: Tried to call you. Still in Detroit dealing with my mom.. Jason Leonard has been harrassing me to talk to him, after my Lawyer told Jason to give me some time. I am just gonna resign. Life seems over for me, but I only care about how you and the guys can be ok and keep your jobs. You have been nothing but a great Friend to me and I can't explain how horrible I feel right now. Can't live with myself man. If there is anything you need to get to my lawyer from your lawyer or question for him, let me know. I'm just gonna resign man.
Jeff Capel: I will holla at u after I meet with the ncaa tomorrow man. Can't really get into much right now. I want to go in there with the least amount of information I can bc I don't want to be involved in this, and want to protect this program.
Oronde Taliaferro: Ok

Sent via BlackBerry by AT&T

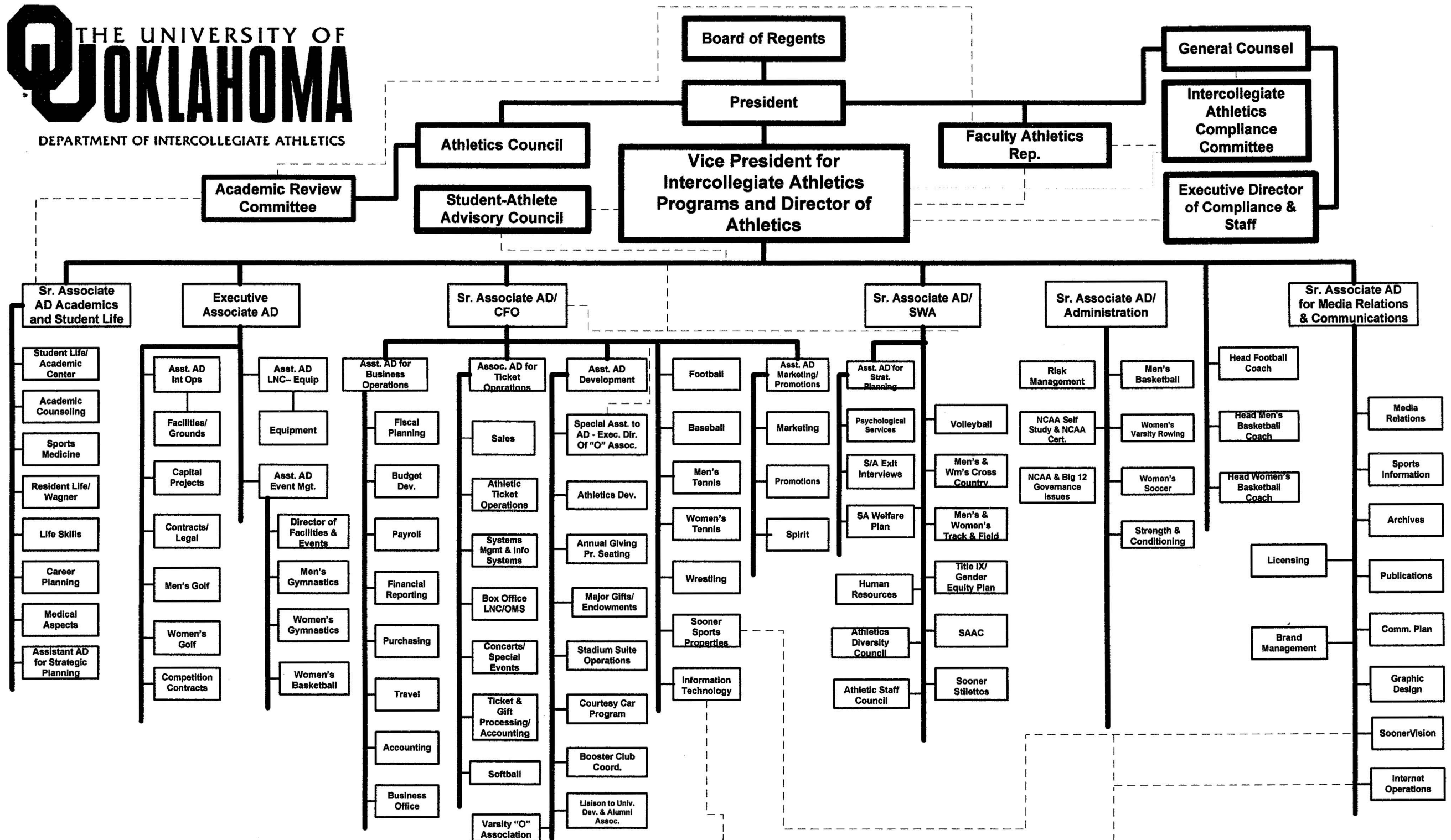
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Squad List

Report Date: 4/1/2011
Institution: University of Oklahoma
City/State: Norman, OK

Academic Year: 2010-11
Sport: Men's Basketball

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G		Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.	
	F	S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid	Total cntbl. aid		Full grant amount	Over-all	Equi-valent award	Reason	Date	Equi-valent award	

Ahmed, Abdul

Blair, Carl

Clark, Cameron

Davis, Terrel Cade

Fitzgerald, Andrew

Franklin, Thedrick Joe

Gerber, Beau Aaron

Hardrick, Kyle

Honore, Barry

Mason, Vincent

Neal, Tyler

Newell, Calvin

Osby, Romero

Pledger, Steven

Randolph, Ryan

Taylor, Terrance

Thompson, Nicholas

Squad List

Report Date: 4/1/2011

Academic Year: 2010-11

Institution: University of Oklahoma

Sport: Men's Basketball

City/State: Norman, OK

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student					Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.	
		F	S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid	Total cntbl. aid	Full grant amount	Over-all	Equi-valent award	Reason	Date	Equi-valent award	

Washington, Christopher

Squad-List Totals

\$315,000.00

\$287,560.00

13

12.00

13.00

* = Student-athlete's aid counts in another sport

+ = Student-athlete has been over-awarded

> = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2010-11 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2010-11 Carried Over to 2011-12 (if any)

Form completed by: _____ Title: _____

Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics' Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

Squad List

Report Date: 4/1/2011

Academic Year: 2009-10

Institution: University of Oklahoma

Sport: Men's Basketball

City/State: Norman, OK

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.	
											Full grant amount	Over-all	Equi-valent award	Reason	Date	Equi-valent award	
	F S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid	Total cntbl. aid								

Allen, Orlando

Crocker, Antonio Lamar

Davis, Terrel Cade

Fitzgerald, Andrew

Franklin, Thedrick Joe

Gallon, Keith

Gerber, Beau Aaron

Hardrick, Kyle

Honore, Barry

Leary, Omar Idris

Longar, Longar Salvatory

Mason-Griffin, Tommy

Pledger, Steven

Randolph, Ryan

Warren, Willie D

Willis, Raymond

Wright, Ryan Bradley

Squad List

Report Date: 4/1/2011

Academic Year: 2009-10

Institution: University of Oklahoma

Sport: Men's Basketball

City/State: Norman, OK

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.	
	F S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid	Total cntbl. aid		Full grant amount	Over- all	Equi- valent award	Reason	Date	Equi- valent award	
Squad-List Totals							\$348,380.00		\$295,760.00		12	12.00				14.00	

* = Student-athlete's aid counts in another sport

+ = Student-athlete has been over-awarded

> = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2009-10 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2009-10 Carried Over to 2010-11 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics' Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

Squad List

Report Date: 4/1/2011

Academic Year: 2008-09

Institution: University of Oklahoma

Sport: Men's Basketball

City/State: Norman, OK

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.	
											Full grant amount	Over-all	Equi-valent award	Reason	Date	Equi-valent award	
Allen, Austin																	
Allen, Orlando																	
Cannon, Kyle Phillip																	
Crocker, Antonio Lamar																	
Davis, Terrel Cade																	
Franklin, Thedrick Joe																	
Gerber, Beau Aaron																	
Griffin, Blake Austin																	
Griffin, Taylor Drew																	
Johnson, Austin James																	
Leary, Omar Idris																	
Pattillo, Juan																	
Warren, Willie D																	
Willis, Raymond																	
Wright, Ryan Bradley																	
Squad-List Totals																	

\$286,636.56

\$287,336.56

13

12.48

12.46

* = Student-athlete's aid counts in another sport

+ = Student-athlete has been over-awarded

> = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2008-09 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2008-09 Carried Over to 2009-10 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics' Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

Squad List

Report Date: 4/1/2011

Academic Year: 2007-08

Institution: University of Oklahoma

Sport: Men's Basketball

City/State: Norman, OK

Maximum Grants Permitted: 13.0

Name/I.D. No.	E L I G	Status of Student				Financial Aid				E X E M P T	Countable Players			Change in Status		Rev. Dist.	
	F S	Term 1st enrolled Any Your	# yrs rec'd aid	# of seas util	Recr.	Period of award	Athletic grant amount	Other cntbl. aid	Total cntbl. aid		Full grant amount	Over- all	Equi- valent award	Reason	Date	Equi- valent award	

Clark, Keith Allen

Crocker, Antonio Lamar

Davis, Terrel Cade

Gerber, Beau Aaron

Godbold, David Charles

Griffin, Blake Austin

Griffin, Taylor Drew

Johnson, Austin James

Jok, Dau C

Leary, Omar Idris

Longar, Longar Salvatory

Lyons, Tyrone

Neysmith, Horace Antonio

Seng, Tyson Wade

Walker, Chris Clerence

Wright, Ryan Bradley

Squad-List Totals

\$246,425.40

\$223,075.40

12

11.31

12.31

* = Student-athlete's aid counts in another sport

+ = Student-athlete has been over-awarded

> = Team limit exceeded

Contemporaneous Penalties (CP)	Legislated Maximum Team Limit for Sport (x)	CP Team is Subject to in 2007-08 (y)	CP Carried Over from PREVIOUS Academic Year (if any) Applicable to Current Academic Year (z) (N/A in 2005-06)	Maximum Team Limit for This Academic Year (x - y) - z	CP Applicable to 2007-08 Carried Over to 2008-09 (if any)

Form completed by: _____ Title: _____ Telephone: _____ Date: _____

Form approved by: _____ Date: _____

Director of Athletics' Signature: _____ Date: _____

Head Coach's Signature: _____ Date: _____

Additional Signature: _____ Title: _____

Additional Signature: _____ Title: _____

Required by Bylaw 15.5.10.2. File in director of athletics' office.

University of Oklahoma - Five (5) Year Cooperative Audit Plan 2008-2013

Item #	Specific Audit Area	Article References (not all inclusive)	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013
1	Rules Education Program	Articles 2.1, 2.8.1 & 22.2.1.2				OUIA	
2	Representatives of Athletics Interests	Articles 6 & 13					OUIA
3	Gambling	Article 10.3		OUIA		BS&K	
4	Coaches & Staff Limitations	Article 11		BS&K			OUIA
5	Amateurism	Article 12			OUIA	BS&K	
6	SA Employment	Article 12	BS&K		OUIA		
7	Agents	Article 12.3		OUIA		BS&K	
8	Recruiting	Article 13	BS&K		OUIA		BS&K
9	Sports Camps & Clinics	Article 13		BS&K			OUIA
10	Eligibility	Article 14			BS&K	OUIA	BS&K
11	Financial Aid	Article 15	OUIA		BS&K	BS&K	
	Awards & Benefits:						
12	Equipment and Apparel	Articles 12, 13 & 16			BS&K		OUIA
13	SA Vehicles	Articles 13.5 & 16		OUIA			
14	Awards	Article 16.1	BS&K		BS&K		OUIA
15	Complimentary Admissions	Article 16.2		BS&K			OUIA
16	SA Academic Support	Article 16.3	BS&K		OUIA		
17	Per Diem & Meals	Article 16.5		OUIA	BS&K		
18	Team Travel	Articles 16.8 & 16.9		OUIA		BS&K	
19	Playing & Practice Seasons	Article 17		BS&K		OUIA	BS&K
20	Championships & Postseason FB	Article 18		OUIA			
21	Certification	Article 22				OUIA	



UNIVERSITY OF OKLAHOMA

Athletics Compliance Department's Response to:

**Review of Certain Components
of the Athletics Department's
Compliance Program (March 11, 2011)**

June 13, 2011

Prepared By:

**The Compliance Group
8889 Bourgade Street
Lenexa, Kansas 66219**



TABLE OF CONTENTS

	<u>Page No.</u>
I. INTRODUCTION.....	1
A. Overview of Project.....	1
1. Project Objectives.....	1
2. Overview of Compliance Review.....	1
B. Compliance Review.....	2
1. Purpose.....	2
2. Methodology.....	3
C. Overview of Secondary Case Review.....	4
D. Overview of Recommendations from Previous Review.....	5
E. Report.....	5
1. Concept of Institutional Control.....	5
2. Report Format for Recommendations.....	5
3. Forwarding of Report.....	6
F. Executive Summary.....	6
1. Evolution of the Compliance Organization at the Institution.....	6
2. Commitment of Resources.....	7
3. Effectiveness.....	7
4. Institutional Control Components.....	7
G. RECOMMENDATIONS.....	8
1. Extra Benefits Area.....	8
2. Academic Performance Program and Academic Services Areas.....	11
3. Recruiting Area.....	12
4. Initial Eligibility Certification /Admissions Area.....	14
5. Financial Aid Administration Area.....	14
6. Governance and Organization Area.....	15
7. Playing and Practice Seasons Area.....	16
8. Camps and Clinics Area.....	16
9. Student-Athlete Employment Area.....	17
10. Continuing and Transfer Eligibility Certification Areas.....	18
11. Rules Education Area.....	19
12. Investigation and Self-Reporting Process Area.....	19
13. Commitment of Personnel to Rules Compliance Activities Area.....	19
14. Amateurism Area.....	19
III. CONCLUSION.....	20

I. INTRODUCTION

A. Overview of Project

1. Project Objectives – The Big 12 Conference contracted with TCG to:
 - a. Conduct a compliance review of three institutions annually for four years;
 - b. Provide an assessment of the institution's secondary case history for the past five years to identify any trends at that institution (or the conference) compared to other Big 12 schools; and
 - c. Review the implementation of the recommendations proposed by TCG during its last review of the institution that were accepted by the institution.
2. Overview of Compliance Review – TCG conducted reviews of all Big 12 Conference members during the period of November 2005 to April 2008. This review consisted of asking for general reference materials (i.e., compliance manuals, etc.) and conducting on-campus interviews. During these interviews, much specific information was obtained. When TCG began discussing with conference office personnel the next round of reviews, emphasis was placed on the focusing on those areas/issues at each institution that were either high risk or could result in potential significant violations. It also was determined that more emphasis would be placed upon asking the institution to analyze its areas prior to the review.

The conference provided the institution with two choices for this review:

- i. A compliance review that would meet the requirements of NCAA Bylaw 22.2.1.2.(a) through (e). This assessment would review all of the 15 areas of the athletics certification program, as listed below:
 - Governance and organization
 - Initial-eligibility certification
 - Continuing-eligibility certification
 - Transfer-eligibility certification
 - Academic Performance Program
 - Financial aid administration, including individual and team limits

- Recruiting (e.g., contacts and evaluations, official and unofficial visits)
 - Camps and clinics
 - Investigations and self-reporting of rules violations
 - Rules education
 - Extra benefits
 - Playing and practice seasons
 - Student-athlete employment
 - Amateurism
 - Commitment of personnel to rules-compliance activities
- ii. A review that would not meet the requirements of Bylaw 22.2.1.2.(a) through (e). In this scenario, the institution would identify four to five areas in which TCG would undertake a detailed analysis. These five areas would be from the following:
- Recruiting Monitoring (with emphasis in men’s and women’s basketball activities and official visit policies per Bylaw 13.6.1)
 - Academic Support
 - Eligibility Certification
 - Financial Aid Administration
 - Auditing of Certain Records, such as Eligibility Certification, Financial Aid Awards, Employment Process Verification, or other Specified Institutional Needs
 - Rules Education
 - Compliance Staff Responsibilities

The University chose option (i). The conference office requested that TCG review closely the areas of recruiting for all compliance reviews. As a result, this area also was reviewed in depth by TCG.

B. Compliance Review

1. Purpose – The purpose of the review was for TCG to provide recommendations that could improve the overall effectiveness of the university’s compliance program. The review was not intended to be an investigation or an audit. The review also did not determine the extent to which existing procedures were being utilized. However, as a result of interviewing numerous individuals, it is assumed that significant discrepancies in what was written in the procedures and what was occurring probably

would have been denoted. To the extent possible, TCG attempted to understand the existing procedures in order to determine whether a revision or modification of those procedures needed to be undertaken.

2. Methodology – Prior to the visit, TCG forwarded a detailed list of questions to the institution concerning what procedures currently exist, forms that are being utilized, procedures, compliance manuals, etc.

In light of the emphasis to have the institution undertake more analyses prior to the review, a significant difference between the first and second series of reviews was the use of TCG's questionnaire. This questionnaire was divided into the 15 areas of review, as noted above, that are necessary in order for the review to be utilized under the provisions of NCAA Bylaw 22.2.1.2.(a). As a result, institutional personnel needed to devote a significant amount of time to completing these questions. The purpose of obtaining answers to the types of questions that previously would be asked in person was to:

- i. Provide an opportunity for the institution to compile information in one document that is an overview of its compliance program;
- ii. Develop necessary written procedures, if previously not available; and
- iii. Utilize the questionnaire as a means to analyze gaps or deficiencies and depth of its program. This analysis could occur prior to TCG's visit, and additional measures could be taken.

Compliance personnel at the University completed this questionnaire, and it is enclosed as Attachment A. The result was that many of the interviews were focused on the answers to the questions.

TCG interviewed the following individuals during an on-campus visit on February 17-18, 2011:

- Connie Dillon, Faculty Athletics Representative
- Joe Castiglione, Vice President/Director of Athletics
- Jason Leonard, Executive Director of Compliance

- Julie Owen, Director of Compliance
- Karen Wolf, Director of Compliance
- Lizzie Gomez, Director of Compliance
- Matt Ball, Director of Compliance
- Toby Baldwin, Director of Compliance
- Marques Dantzler, Director of Compliance
- Brad Burnett, Director of Financial Aid
- Shawna Muret, Office of Financial Aid
- Holly Hartman-McCarty, Administrative Assistant
- Deren Boyd, Director of Men’s Basketball Operations
- Jerry Schmidt, Strength and Conditioning
- Luther Lee, Athletics Business Office Manager
- Matt Roberts, Development/Boosters
- Kristin Kunitz, Administrative Assistant (Men’s Football)
- Rick Skeel, Registrar/Certification Officer

Section G of this report details TCG’s recommendations.

Observation by University:

The institution believes it would have been prudent to include Anil Gollahalli, Vice President, Legal Counsel, in the interview process given the Compliance Department reports to Legal Counsel.

C. Overview of Secondary Case Review – As part of its responsibilities to the conference, TCG conducted an assessment of each conference members’ secondary case history. The overall objective was to identify potential problem areas for the institution. In that regard, TCG:

- a. Gathered the institution’s secondary and major case histories for the last several years;
- b. Compared it to the Big 12 and national secondary and major case histories; and
- c. Identified any applicable trends.

More specifically, TCG reviewed with institutional personnel an analysis of the secondary case history for the period of August 24, 2004, to August 24, 2009, for the institution, Big 12 Conference schools, and all Division I schools. Specific analysis included:

- a. Total violations by this Big 12 institution by specific bylaw;
- b. Total violations by all Big 12 institutions by specific bylaw;
- c. Comparison of percentage of bylaw violations by specific institutions; and

- d. Average percent of violations by bylaw.

TCG also provided institutional personnel several charts/graphs that contained this information.

- D. Overview of Recommendations from Previous Review – TCG also was asked to review the status of the recommendations that were accepted by the institution during the past review. It should be noted that the recommendation was based upon information assessed by TCG at the time of that review, which was August 9-10, 2006.

Attachment B is the institution's response to the status of the recommendations. Similar to most institutions, some were implemented and some were not. Factors affecting whether a certain recommendation was implemented include whether the institution believed it was reasonable to implement the recommendation at that time or that the recommendation now may not be appropriate due to its timeliness and other factors changing.

- E. Report

- 1. Concept of Institutional Control – Upon completion of the final report, TCG entered its recommendations into the TCG Institutional Control Matrix. This matrix combines the three components of institutional control (policies and procedures; training; and monitoring) and the eight areas of this compliance system review. The recommendations in this report are categorized in summary form into one of the three components and in one of the eight areas. The matrix is attached and serves as an overview of the specific recommendations in the report.
- 2. Report Format for Recommendations – Section I.C of this report contains general observations for the University's overall compliance system. This assessment addresses the significant efforts of the University over the past few years and contains a general overview of the strengths and areas that could be improved of the program. Section G of this report contains the specific recommendations within each area. If no recommendation was included in one of the 15 areas, it is denoted. The absence of

a recommendation in one area does not mean that the area was not reviewed; rather, it reflects that TCG did not believe the review warranted a recommendation.

3. Forwarding of the Report – On March 11, 2011, a draft copy of the report was forwarded to the University. The purpose of the initial review by the University was to evaluate the factual basis for and general feasibility of TCG’s preliminary recommendations. It is unrealistic for TCG to have a detailed and thorough knowledge of all aspects of the University’s compliance systems based upon a review of documentation and some interviews. Further, while TCG attempts to assess the possible impact of its recommendations prior to inserting them in the report, the University has a better understanding of the implications of the recommendations. As a result, it was appropriate for the University to respond to the possible changes.

On June 8, 2011, the institution accepted the report. On June 13, 2011, the final report from TCG was forwarded to the University and the conference.

F. Executive Summary

1. Evolution of the compliance organization at the institution – On August 9 to 10, 2006, TCG conducted a compliance review at the institution. At that time, the compliance office consisted of two assistant directors of compliance who reported to a director of compliance. These three individuals had primary day-to-day responsibilities for the program. The director of compliance reported to an associate director of athletics. While the associate director of athletics had significant previous NCAA compliance experience, he was not involved with the day-to-day operations. At that time, the institution also occasionally used graduate assistants to assist.

In the fall of 2006, the institution decided to revamp the organization of its compliance area. An executive director of compliance (EDOC) position was developed, which reported to the General Counsel’s Office and had an indirect line to the President’s Office and the Board of Regents. It was determined that a “flat” line organizational structure would exist, with each administrative compliance staff position reporting to the EDOC. Due to the expansion and realignment of several

positions from the academic services area to the compliance area, the institution's current structure evolved to six directors of compliance that report to the EDOC.

2. Commitment of Resources – The institution should be commended for the resources it has devoted to its compliance efforts. The commitment of personnel, equipment, etc. is exemplary. Of note are the:
 - i. Authorizing of a compliance staff that is composed of seven administrative positions, an administrative assistant position, and two graduate assistants;
 - ii. Implementation of an automated software program that while can be utilized by the entire athletics department for numerous purposes, including greatly assisting the compliance staff in several NCAA educational and monitoring functions;
 - iii. Utilization of audits by the University's internal audit department and external audits by an outside vendor.

Few institutions devote this number of people, implement such an expansive software system, and authorize the auditing by both internal and external sources on an annual basis.

3. Effectiveness – Overall, the institution has a very effective NCAA compliance program. Several factors resulted in this effectiveness, including the three items mentioned above. Another factor was the major infractions case that was processed in 2007. Nevertheless, even with this case and the three items, credit should be given to the athletics department staff (coaches, non-coaches, compliance) who have embraced the institution's efforts.
4. Institutional Control Components – Below is a brief overview of TCG's assessments in the three areas commonly reviewed in institutional control:
 - i. Education – The institution's educational programs are voluminous and appear to be focused on the appropriate groups. Several recent changes should increase their effectiveness.

- ii. Monitoring – The institution undertakes significant monitoring efforts. TCG will have a few recommendations, primarily relating to the documentation of the frequency of these efforts in writing.
- iii. Administrative procedures – The compliance staff utilizes a compliance manual as its primary document for the internal operations of the compliance area. The ACS Software provides an automated means to not only implement these procedures but to expedite work flow.

The Compliance Oversight Committee (COC) also is a valuable entity, as it pertains to the regulatory areas of compliance and the development of departmental compliance policies and procedures. TCG will recommend the consideration of adding a committee composed of individuals from the various entities outside of athletics that intersect with the compliance office.

While the efforts by the institution reduce the likelihood of a major violation, no compliance system, regardless of its effectiveness, can eliminate the possibility of a major violation. However, besides reducing the likelihood, an effective program also can reduce the probability that the institution would receive an allegation of a failure to monitor or lack of institutional control.

G. Recommendations

1. Extra Benefits

- a. **Observation:** The institution has numerous sport-specific booster groups. The number of members varies by club, ranging from a few to hundreds. All accounts for these clubs are housed in the University's Foundation. The University's policies for income and expenditures from these club accounts are utilized. Some of these clubs have a Board of Directors that conduct regular meetings. The compliance staff has been to some of the social functions of these clubs. A sport administrator does not attend on a regular basis the Board of Directors' meetings for these groups.

Recommendation: Develop a schedule by which a member of the compliance staff will attend at least annually one meeting of those clubs that have Board of Directors' meetings. The purpose is not only to provide education but also to reinforce the important role they play in the institution's NCAA compliance efforts.

University's Response: The Department agrees that attendance (not necessarily annual) at selected Booster group meetings would enhance the University's existing Booster rules education program; however, for many Booster groups, it is not feasible. To explain, many of our sport programs' Booster groups are not in the state of Oklahoma. To attend a meeting on an annual basis would not only be costly but also time consuming. And, there are alternative ways to achieve the same educational result. The Department will work with the Alumni Association to develop and implement a "cost effective" practice of attendance during the upcoming year and also develop additional educational materials to provide to booster groups we cannot visit.

Recommendation: Require that each Board of Directors, at a minimum, provide a copy of the minutes (if taken), agendas, or other meeting materials to the sport administrator, if that administrator does not attend that Board of Directors' meeting.

University's Response: This recommendation is not legally feasible as these alumni booster clubs are separate legal entities and not part of the Oklahoma University Foundation. We can work to build a cooperative relationship whereby this type of information could be requested and as mentioned above, will continue to work on expanding our efforts with regard to educating these groups.

- b. **Observation:** The institution has numerous sport-specific booster clubs. The members' contributions to these clubs are forwarded to the Foundation. Similarly, all expenditures from these clubs go through the Foundation office. Per Foundation policy, the compliance staff does not review expenditures from these accounts. It was reported that on an "occasional" basis, the

athletics business office will forward copies of the expenditures from these sport-specific accounts to the compliance office for review.

The vast majority of the members within the sport-specific clubs are also members of the Sooner Club and receive NCAA rules education through the various means of the Sooner Club.

Recommendation: Formalize the review by the compliance staff of expenditures from the Sooner Club accounts by determining a specific time period (e.g., every three months, the business office forwards the expenditures from the various booster clubs to the compliance office in a “QuickBooks” format). Personnel in the business office and Foundation are not reviewing these expenditures in light of NCAA legislation, so it is important that the compliance staff conduct such a review. While an occasional review is occurring, it appears to be based upon the discretion of the business office.

University’s Response: The Department currently reviews (and has for several years) all Foundation statements on a semi-annual basis. During the review of the statements, the Department asks (as necessary) for additional information and does not rely solely on the Business Office to review expenditures for NCAA compliance or determine when a review will be conducted. The periodic and somewhat spontaneous nature of these checks is by design; the Department believes implementing a specific schedule for these reviews increases the likelihood that someone who is intentionally trying to defraud the University would be successful, (e.g., modify statements prior to the review to appear legitimate). However, the Department does understand the importance of these reviews and will continue to be diligent in the practice.

Recommendation: Ensure that those individuals who are not members of the Sooner Club but contribute to the sport-specific booster groups receive some information on NCAA legislation. The easiest means may be to include a pamphlet with the letter of acknowledgement by the Foundation that is mailed to the donor. An alternative would be to add a paragraph to the existing Foundation acknowledgement letter.

University's Response: The Department agrees with this recommendation in "substance" however, since the Foundation letter provided is a form letter, the Department believes the better process would be to send a separate brochure providing rules education to these individuals. Regardless, the Department will implement this "procedure" during the upcoming academic year.

- c. **Observation:** The Touchdown Club is a group that is not affiliated with the University. Unlike the sport-specific booster groups, Touchdown Club members pay their dues to the club, and these club dues are not processed through the University's Foundation. The compliance office does not have a list of donors to the Touchdown Club nor does the compliance office review expenditures or income from this club. One of the primary purposes of the club is to provide funds to the athletics department. As a result, the club itself and the individual donors probably would be considered representatives of the University's athletics interests.

Recommendation: Require that the Touchdown Club provide a list of its donors on an annual basis. While it is believed that many of these donors also may be members of the Sooner Club, ensure that those individuals who are not receive some NCAA educational materials.

Also, require the forwarding of a list of income and expenditures from the club to the compliance office on an annual basis. The compliance staff can decide which expenditures it wishes to further review.

University's Response: The Department agrees that education to non-Sooner Club members of the Touchdown Club would enhance the University's existing booster rules education program and is in the process of providing such education. It is not necessary to determine if some members are not in the Sooner Club since rules education will be provided to all Touchdown Club members. The Department will continue its collaborative/cooperative efforts

with the Touchdown Club in an effort to strengthen the members' knowledge base of NCAA rules and regulations.

The assertion that the Department should examine the list of income and expenditures of the Touchdown Club is not legally feasible. As stated, the Touchdown Club is not a foundation account, but a separate legal entity. The Department has no right to "examine the books" of the Touchdown Club or any other private entity.

2. Academic Performance Program and Academic Services

- a. **Observation:** The faculty athletics representative (FAR) has undertaken numerous analyses of overall student-athletes' academic information versus the general student population. She also is tasked with the responsibility to monitor grades of student-athletes versus grades of non-student-athletes for online courses.

Recommendation: Expand this responsibility of the FAR to include an analysis of the grades of student-athletes versus non-student-athletes in courses other than online. A few institutions nationally conduct such reviews. If it is necessary to narrow the number of courses, the compliance staff, in consultation with the academic services staff, could identify a certain number of academic courses in which numerous student-athletes are enrolled. The purpose of the review is to determine whether the instructor is providing some type of favoritism to student-athletes or that the student-athletes have discovered a means by which they can earn a better grade than non-student-athletes.

University's Response: The Department, along with the FAR, has examined online courses that student-athletes have enrolled in and evaluated the grade distribution. The Department will continue the practice in the future and will add to the analysis, traditional courses in which high numbers of student-athletes are enrolled.

- b. **Observation:** The athletics department has established an Academic Review Committee (ARC) composed of academic personnel outside of the athletics department. This group reviews prospects that do not meet certain NCAA core GPA or test scores as determined by the institution. The group assesses whether it is probable that these prospects will have academic success at the institution. The University is assessing whether to add an admissions department official within this group, probably as an ex-officio member.

Recommendation: Examine closely whether the benefit of having an individual from the Admissions Office in an advisory role to the ARC creates NCAA compliance liability for the institution. The University should be applauded for the existence of the ARC and for the desire to have greater expertise available to the committee by utilizing an admissions' official. However, if issues arise concerning the special treatment of student-athletes in the overall special admittance process to the institution, the involvement of Admissions Office personnel in the ARC could create liability. The opportunity for additional expertise to assist a potential student-athlete should be weighed against the potential risk for institutional responsibility.

University's Response: Though the University of Oklahoma recognizes the potential liability of having an ARC member working in the Admissions Office, it should be noted that the admissions ARC member evaluates all students that do not meet automatic admissions standards. There are six members of the ARC of which five have voting privileges. The sixth member can only vote if another ARC member recuses.

The institution wants to ensure that any prospective student-athletes ("PSA") who are offered a National Letter of Intent will be admissible. The role of this individual (currently the Director of Admissions) is invaluable in assisting the other ARC members in the groups' analysis of the PSA's ability to succeed at the institution. As stated above, all students, regardless of student-athlete status, who do not meet the institution's automatic admissions criteria are

reviewed by the Office of Admissions (“Admissions”) own review group. The Director of Admissions is on this committee and therefore, it could be argued that if he were to show favoritism to athletes, he could still do so from his position in Admissions separate and apart from his ARC position. Lastly, the Director of Admissions provides the ARC with insight as to how a particular student will be analyzed in Admissions in order to avoid a situation where the ARC would approve issuance of a National Letter of Intent for a PSA that would not be approved for admittance.

Lastly, though the University feels that the listed procedure is sound, the Oversight Committee is going to review the specific issue of the individual from the Admissions office having voting privileges on the ARC committee and determine if the practice should continue.

3. Recruiting

- a. **Observation:** The recruiting manual and the compliance manual indicate that a coaching staff member is to complete the unofficial visit form and submit it to the compliance office via ACS prior to an unofficial visit by a prospect. Due to the significant number of prospects in football who visit on a football weekend (possibly in excess of 40 on certain weekends), the football staff is not required to submit these forms. The monitoring “check” on those weekends is that in nearly all situations, the prospects and the individuals accompanying them receive complimentary admissions, and the identities of these individuals are forwarded to the compliance staff via ACS. It was reported that the completion of the forms in some other sports could be improved.

Recommendation: Reinforce to all coaching staffs the necessity to complete the forms. In football, ensure that a form is completed for those individuals who do not utilize complimentary admissions either on a football weekend or at other times. The institution is in a better position than TCG to determine a means using its existing systems to ensure that nearly all of the appropriate unofficial visit forms are being filed. If NCAA violations occurred involving unofficial visits and certain patterns existed pertaining to the means of

transportation, person accompanying the prospect, etc., the institution's unofficial visit monitoring process would be examined.

University's Response: The University does require the completion of Unofficial Visit forms for visits arranged by the coaching staff/University. The Department utilizes things like meal reimbursements for coaches to double-check that forms are being completed. In addition, the policy regarding Unofficial Visits is contained in the Compliance Manual as well as the monthly recruiting reminders that are e-mailed to each sport monthly. Finally, the Department conducts interviews with selected prospects upon enrollment at the University, which include discussions of unofficial visits as an additional monitoring measure.

- b. **Observation:** Nearly all prospects who intend to enroll full-time in the fall at the institution are enrolled in summer school. Those prospects not enrolled in summer school cannot utilize institutional facilities, and appropriate safeguards exist in order to prevent this use. According to information reported during the interviews, the compliance staff should be aware of individuals living in the Norman area not enrolled in summer school because coaching staff members usually inform them of the presence of such individuals.

Recommendation: Develop a policy that requires coaching staff members to inform compliance staff of those prospects living in the Norman area who are not enrolled in summer school. Numerous major infractions cases have occurred over the past 10 years involving such individuals. While no issues appear to exist due to the infrequency of this occurrence, the burden should be on the coaching staff to notify the compliance staff instead of the compliance staff having to obtain such information from forms or other materials. It is important to identify that these individuals who are in the area soon upon their arrival as opposed to at the end of the summer.

University's Response: The institution sends numerous reminders throughout the year to the coaching staffs stating specifically that PSAs are not permitted to be on campus until approval has been received from the Department. All the coaching staffs are well aware of this directive (as numerous e-mails would show). Additionally, coaches are well aware that PSAs are not approved to use any institutional facilities (athletic or academic) until all necessary compliance paperwork has been completed. The institution will add an additional requirement to the incoming PSA updates sent to respective coaching staffs requiring them to notify the Department of any students in the Norman area who are not enrolled in summer courses in order to avoid potential issues and allow for monitoring of these PSAs but does not agree that a written policy is necessary to restate what they are already completely aware of and e-mails support.

- c. **Observation:** The institution has a few international student-athletes. Concerning the student-athletes' arrival on campus, the problem traditionally has been their late arrival as opposed to an early arrival upon enrollment. Nevertheless, such events do occur.

Recommendation: Develop a process and instruct coaches on what options are available to them if an international prospect arrives a few days earlier than expected and the dorm or other housing arrangements are not yet available. The prospect frequently will contact the coach upon arrival. The coach's involvement in arranging housing at that point can be very limited, but for humane purposes, they often become involved. It is difficult for such involvement not to be a violation. For those coaches who routinely recruit international prospects, they should have an understanding of their limited role in these situations but, more importantly, have a knowledge of the options within NCAA legislation that are available to them.

University's Response: As stated above, the University has few international student-athletes and of the ones that do come to school here, most arrive late. The Department, through communication with our coaches, is aware of when

our international student-athletes plan to arrive on campus. However, the institution will develop an “International PSA Guide” for both coaches and PSAs to reference prior to arrival on campus. This document will cover not only the housing arrangements in case of early arrival, but other important details such as I-20 and Visa information as well as the required check-in process with the International Student Services office on campus.

4. Initial Eligibility Certification/Admissions

- a. **Observation:** The current policy is that coaching staff members are discouraged from contacting admissions personnel about prospects.

Recommendation: Change the policy to prohibit the coaching staff members from contacting the Admissions Office and that all such contact should go through the compliance office. Based upon the interviews, it is expected that the Admissions Office would contact the compliance staff if it felt that coaching staff members were exerting undue influence. However, such a policy places the Admissions Office in an awkward position. It also does not allow for monitoring of Admissions Office personnel if such personnel wished to favor a prospect.

University’s Response: Though the Department recognizes the potential issues raised by TCG in the recommendation, the current policy utilized by the University discourages coaches from contacting Admissions staff and the Department will remind coaches that all Admissions inquiries must go through the Department and that direct contact with Admissions should be limited in scope. Additionally, the Admissions staff members have been previously instructed to forward all telephone calls from coaches to the Department for resolution.

The Department has established a solid relationship with the Admissions staff and is not aware of any situations where the Admissions staff has felt coerced by coaches or other sports staff members. Further, the Department is hesitant

to implement policies with “absolute” terms (*e.g.* a certain behavior or act is strictly prohibited) as such policies create the potential for violations and additional, unnecessary monitoring by the Department. The Department advocates that a blanket “do not call” policy is not a practical solution given the Department does not know all the reasons why a coach would contact the Admissions Department. The Department will continue to discourage contact by a coach with Admissions; instead encouraging them to contact the Department.

5. Financial Aid Administration

- a. **Observation:** The financial aid operations manual details the processes used by the compliance staff to initiate the bookstore process. In the answers to the questions submitted by TCG, information was detailed how a student-athlete would take certain materials to the Academic Student Life area in order to obtain a textbook requisition form. The Academic Student Life reviews these materials and issues a voucher that the student-athlete takes to the bookstore.

Recommendation: Ensure that the Academic Student Life and bookstore personnel receive appropriate education. TCG does not have a concern about the process. However, other than the initiation of it, the compliance office is not involved. Further, it appears that, after the fact, the bookstore submits the documentation to the athletics business office and the Academic Services Office and not to the compliance office. This process is not insufficient; however, individuals outside of compliance have significant responsibilities, and the compliance office needs to ensure that they understand their role and this significance.

University’s Response: The Department provides Academic Services with all relevant interpretations, educational columns, changes in legislation and other information regarding book distribution and related subjects. This information is then shared with the managerial team at the bookstore via the Academic Services department. Further, Randy Garibay, who oversees the

book distribution process, has an indirect reporting line to the Department. In the future (as has been done in the past), the Department, in conjunction with Academic Services, will meet with the bookstore staff members to educate on all applicable NCAA rules and bylaws. Lastly, it should be noted that Randy Garibay reviews and reconciles all book store receipts, as well as the business office.

6. Governance and Organization

- a. **Observation:** The institution has a Compliance Oversight Committee (COC). Its function primarily is to be an advisory board for inquiries concerning secondary and major violations. It also provides input on some compliance policies and procedures. It is composed of the FAR, director of athletics, general counsel, and the EDOC.

Recommendation: Consider the establishment of a compliance committee that includes a representative from financial aid, registrar, admissions, and possibly other areas that intersect with athletics, such as housing. The purposes of this committee are to: (i) reinforce to those groups the important role they play in institutional control; (ii) provide updates on changes in NCAA legislation; and (iii) serve in an advisory role for potential changes in compliance procedures. The COC is composed of individuals who are connected with the athletics department. The composition of the compliance committee would be individuals outside of athletics who have a different perspective on some compliance issues. Further, while the compliance office currently educates individuals from these staffs on an as-needed basis, these meetings provide a more routine opportunity. It would not be anticipated that this group would meet more than once per semester, unless significant agenda items exist.

University's Response: The Department will consider including the individuals mentioned in certain meetings of the COC, but respectfully disagrees with creating a separate committee. The Department has constant communication with the individuals listed and they are all well aware of the NCAA rules that are applicable to them. Further, the Department educates

these individuals on at least a yearly basis. The Department is willing to formalize its education program with the mentioned individuals by setting up formal meeting dates and covering specific topics as they relate to the areas the individuals oversee (*e.g.* inclusion in certain COC meetings during the year). One additional suggestion would be for the individuals that work on campus, but have NCAA compliance functions, to attend a NCAA or Big 12 conference that highlights rules education on an annual or biannual basis.

7. Playing and Practice Seasons

This area was reviewed; however, no recommendations are warranted.

8. Camps and Clinics

- a. **Observation:** The institution has a very detailed camp and clinic manual and an overview guide. Nearly all of the institution's sports will have summer camps. Many utilize an outside entity to assist in online registration. Each camp is a separate entity in that the income and expenditures are not funneled through the University.

Recommendation: Require a one-page reconciliation form for each camp, as opposed to all camps by that sport for the summer. This sheet will have two categories – income and expenditures. Approximately four or five line items are listed under each of these two categories. The purpose is to establish a general parameter of the income and expenditures for the camp, which provides an opportunity to validate some of the information in the camp guide. For those camps that utilize a profit and loss statement via QuickBooks or other software, the profit and loss sheet from this software would meet this responsibility.

University's Response: The Department will implement this recommendation at the conclusion of the summer 2011 camps. The reconciliation form will be added to the 2011-12 Camp Manual.

9. Student-Athlete Employment

- a. **Observation:** The institution has implemented significant changes in its student-athlete employment program as a result of its infractions case. Certain forms are required to be submitted by the student-athlete prior to employment, and employers are required to submit certain information. During and subsequent to the employment, the employer is asked to provide certain information. The compliance manual indicates “throughout the entire year, with particular emphasis in the summer when many student-athletes work, the department will conduct spot checks to monitor student-athlete employment”.

Recommendation: Develop a means to determine the sites in which “spot checks” will occur. It is assumed that spot check means on-site observations.

The institution’s student-athlete employment form requests that the student-athlete indicate how he or she learned of the job. Those job sites arranged by a coaching staff member or another University official have the greatest liability/institutional risk. The institution correctly has a policy that no more than five student-athletes may be employed at any one job site. It would be beneficial for the institution to develop a specific system based upon factors such as the status of the employer as it pertains to the employer being a member of the booster group, the number of student-athletes employed, etc. (Another typical factor is whether a coaching staff member arranged the employment. It was reported that under University policy, coaching staff members cannot arrange employment). The focus is to eliminate institutional responsibility, and such responsibility usually primarily results from coaching staff involvement in the arrangements. It is unrealistic to expect the compliance staff to visit all job sites in which student-athletes are employed in the Norman area during the summer. As a result, establishing criteria will help to identify those sites that need to be visited.

University’s Response: The Department completely revamped the employment procedures following the University’s last major infraction case.

As a result, we have devoted significant time and resources to this area. Currently, our Department conducts spot checks at employer locations regularly throughout the year; more during the summer months as that is when the majority of our student-athletes work. The Department is hesitant to implement a specific policy regarding who/what employers should be specifically checked when it performs the checks already. Further, the Department is hesitant to implement policies with “absolute” terms (*e.g.* set number of visits) as such policies create the potential for violations and additional, unnecessary monitoring by the Department of some employers while other employers do not receive enough visits.

While no specifics are included in the Department’s policy regarding employment spot checks (other than that they are performed regularly), the Department carefully reviews all employment forms and identifies those that require additional scrutiny, (*i.e.*, site visit with employer, affidavit, interviews with student-athletes, staff, employer, etc.). However, the Department will review the variables from its major case and determine if a policy can be developed that satisfies the suggestion but does not create risk to the institution.

10. Continuing and Transfer Eligibility Certification

- a. **Observation:** Rick Skeel is the institution’s certifying officer. He has had that responsibility for in excess of 30 years. He appears to be very knowledgeable of NCAA legislation and his responsibilities. He also seems to have sufficient independence from the athletics department. Based upon information during interviews, he utilizes information from the student-athletes’ transcripts and the program navigator and makes the decision on whether the student-athlete has met continuing eligibility. It appears that the athletic academic advisors and a director of compliance occasionally will review his determinations if it is an “unusual or close” situation.

Recommendation: Review the certification process to ensure that adequate checks exist on the decision by the director of academic records (Skeel). Much responsibility is placed upon the director of academic records in the process. This may be a function of Skeel's experience. However, a process should be based upon established procedures as opposed to individuals. Skeel also has two backups, and these individuals, while experienced, do not have the background of Skeel. When reviewing the process, ensure that "another set of eyes" reviews the eligibility decisions. The compliance staff may wish to spot check a certain percentage of certification decisions. This may be very valuable when these decisions are not made by Skeel.

University's Response: The University does have a procedure in place for eligibility certification that allows multiple individuals to be part of the certification process other than Rick Skeel ("Skeel"). In fact, it is our understanding (based on the "verbal" certification practice described to the Department) that the two "backups" regularly review Skeel's "work" to ensure accuracy. The Department would assert that it might be beneficial to memorialize the certification procedures (as described to the Department) into a formal policy. And, the policy should include the continuing education requirements of the persons participating in the certification process.

Regardless, spring meetings are also conducted with academic advisors to discuss eligibility status for the upcoming year. In addition, memos are sent to the Department by Skeel in August detailing any eligibility issues. These memos are shared with the Academic Advisor and the Senior Associate Athletic Director for Academics. At that time, if there is any disagreement regarding the eligibility status of a student-athlete, the record is reviewed by the Department, Academics and Skeel to ensure proper certification. Lastly, this past academic year, the Department conducted spot check eligibility certifications across all sports with a particular emphasis on those student-athletes close to the eligibility requirements. We will continue to randomly spot check the certification decisions.

11. Rules Education

This area was reviewed; however, no recommendations are warranted.

12. Investigation and Self-Reporting Process Area

This area was reviewed; however, no recommendations are warranted.

13. Commitment of Personnel to Rules Compliance Activities

This area was reviewed; however, no recommendations are warranted.

14. Amateurism

This area was reviewed; however, no recommendations are warranted.

II. CONCLUSION

This review was focused only on the areas identified by the conference. This type of analysis focuses on recommendations for change. This report does not detail all of the positive activities that are occurring.

When reviewing recommendations, consideration should be given to the overall nature of the recommendations in a specific area as opposed to the number of recommendations. Also, the number of recommendations in one specific area versus another should not be given significant weight, as the depth of the area reviewed could affect the number of recommendations.

A two-day visit to campus and the review of various forms in certain areas does not allow for an in-depth analysis of the compliance culture on a particular campus. However, such a review does provide an opportunity to understand the processes, structure, and environment in which the compliance staff operates. Based upon the review of these areas, TCG believes that the institution has an effective compliance program. TCG contends that the program can be more effective with the implementation of the recommendations.

TCG appreciates the cooperation provided by the university. It was very forthcoming and provided any documents or other information requested by TCG. The institution was very open and access was provided to whatever was requested.

**SUMMARY DISPOSITION AGREEMENT FORM
FOR UNIVERSITY OF OKLAHOMA**


University of Oklahoma - Case No. M351

The institution acknowledges that this case will be processed by the NCAA summary disposition process as outlined in Bylaw 32.7, and the NCAA Committee on Infractions will review the summary disposition report and all accompanying materials forwarded to it by the institution, the enforcement staff and any involved individuals named in a finding of violation. The institution further acknowledges that the summary disposition report contains findings of NCAA violations and proposed penalties.

The institution acknowledges that all sections of this report have been reviewed, and agrees that the facts as outlined in the findings are substantially correct, those findings are contrary to NCAA legislation, and thus, NCAA violations occurred. The institution also agrees that this case is major in nature.

The institution acknowledges that it has or will impose the penalties contained within the summary disposition report, and these penalties are in accordance with those prescribed in NCAA Bylaw 19.5 for major violations. The institution further acknowledges that the NCAA Committee on Infractions, subsequent to its review of the summary disposition report, may accept the proposed penalties or recommend that additional penalties should be imposed on the institution. Should the committee reject the penalties proposed by the institution or recommend the imposition of additional penalties not identified in the summary disposition report, the institution understands that it has the opportunity to request that an expedited, in-person hearing be conducted pursuant to Bylaw 32.7.1.4.3.


Finally, because the institution agrees that this case is major in nature, the institution also acknowledges that the provisions of Bylaw 19.5.2.3 are applicable in that the institution is subject to the repeat-violator legislation for violations found within a five-year period following the starting date for any major penalty imposed in this case.



David L. Boren
President of University of Oklahoma

July 19, 2011

Date



Joseph R. Castiglione
Vice President of Intercollegiate Athletics
Programs and Director of Athletics at
University of Oklahoma

July 19, 2011

Date


**SUMMARY DISPOSITION AGREEMENT FORM
FOR ORONDE TALIAFERRO**

University of Oklahoma - Case No. M351

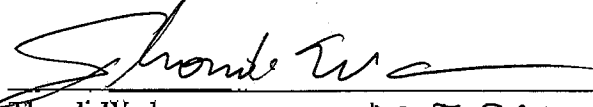
I understand this case will be processed by the NCAA summary disposition process as outlined in Bylaw 32.7, and the NCAA Committee on Infractions will review the summary disposition report and all accompanying materials forwarded to it by the institution, the enforcement staff and any involved individuals named in a finding of a violation. I acknowledge that the summary disposition report will contain findings of NCAA violations and proposed penalties. I further acknowledge that I have been given the opportunity to propose limitations on my athletically related duties associated with my current or future employment at an NCAA member institution.

I have reviewed all sections of this report provided to me by the enforcement staff regarding findings in which I have been named and agree that the facts contained in those findings are substantially correct, those findings are contrary to NCAA legislation, and thus, NCAA violations occurred. I agree that this case is major in nature. Further, I accept and agree to the imposition of any proposed penalties set forth in the summary disposition report.

I understand that the Committee on Infractions, subsequent to its review of this summary disposition report, may accept the proposed limitations on my athletically related duties or recommend additional limitations on my athletically related duties based on the findings in which I am named. If the committee wishes to impose any limitations that are not identified in the summary disposition report, I understand that I have the opportunity to request that an expedited, in-person hearing be conducted pursuant to NCAA Bylaw 32.7.1.4.3.


Oronde Taliaferro

7-20-2011
Date


Thandi Wade
Tatum and Wade, PLLC
Attorney for Oronde Taliaferro

AS TO FORM ONLY

7-20-2011
Date

**SUMMARY DISPOSITION AGREEMENT FORM
FOR ENFORCEMENT STAFF**

University of Oklahoma- Case No. M351

The enforcement staff, with the consent of the institution and any involved individual, submits this summary disposition report and all accompanying materials for processing pursuant to the NCAA summary disposition process as outlined in Bylaw 32.7.

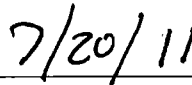
The enforcement staff certifies that the enforcement staff's inquiry and investigation, as assisted by the institution, has resulted in a complete and thorough examination of issues relating to potential violations of NCAA legislation in the conduct of the athletics program at the institution. The enforcement staff further certifies that the institution and any involved individual have cooperated to the fullest extent possible during the processing of this inquiry.

The enforcement staff agrees that the facts as outlined in the findings are substantially correct, those findings are contrary to NCAA legislation and thus, NCAA violations occurred. The enforcement staff further agrees that this case is major in nature.

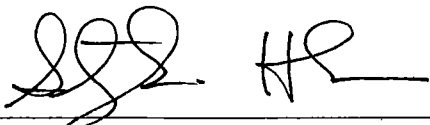
Therefore, it is the enforcement staff's position that this case qualifies for adjudication through the summary disposition process.



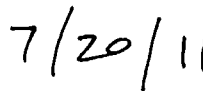
Julie Roe Lach
NCAA Vice President of Enforcement



Date



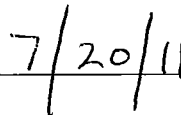
Stephanie Hannah
NCAA Director of Enforcement



Date



Mark Strothkamp
NCAA Assistant Director of Enforcement



Date